



LEGISLATIVE BRANCH CITY OF BINGHAMTON

William Berg, City Council President
Jeremy Pelletier, City Clerk

CITY COUNCIL WORK SESSION AGENDA City Council Work Room, 38 Hawley Street, Binghamton Tuesday April 7, 2015

The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	-----	-----	Discussion: Ambulance Billing	-----	Jennifer Korniczky
6:20pm	Planning	Webb	RL 15-64: Sale of Flynn Avenue for \$6,250	5-20	John Young
6:35pm	-----	-----	Discussion: Personnel matters	-----	Mayor David, Patricia Keppler, Kenneth J. Frank
6:50pm	MPA	Rennia	RL 15-65: Requesting home rule regarding homestead act	21-22	Paul Cirba, Councilwoman Rennia
7:05pm	Finance	Motsavage	RL 15-66: Amendment to the Binghamton Johnson City Joint Sewage Treatment Plan Capital budget	23-31	Charles Pearsall
7:20pm	Finance	Motsavage	RL 15-63: Various transfers in the 2015 budget to cover the cost of salt	1-4	Terry Kellogg
7:35pm	Finance	Motsavage	RL 15-68: Various transfers in the 2014 budget	34-39	Chuck Shager
	Finance	Motsavage	RL 15-69: Agreement with Gov Invest for GASB 45 Actuarial Services	40	
7:50pm	Finance	Motsavage	RL 15-70: Agreement with CNY Fair Housing Inc. for HUD required analysis of impediments to Fair Housing Choice	41-48	Steve Carson
8:05pm	Finance	Motsavage	RL 15-71: Agreement with Keystone Material Testing for inspection for Parking Garage Restoration project	49-56	Richard Perkins
	Finance	Motsavage	RL 15-72: Supp. No. 2 with Shumaker Engineers for construction inspection services for Chenango Trails Connection project	57-80	
	PW/Parks	Motsavage	RL 15-73: No Cost time extension with Delta Engineers for Front St. reconstruction project	81-82	
8:20pm	-----	-----	Discussion: Lead agency and SEQR for Our Space, Washington St. Parking project and JSTP BAF Restoration and Rehab project	-----	Gary Holmes
	Finance	Motsavage	Discussion: Work Order No. 7 with GHD for work at the JSTP RL 15-74: Agreement with Griffiths Engineer for construction management	83-88	



LEGISLATIVE BRANCH CITY OF BINGHAMTON

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	Finance	Motsavage	of the Terminal Pumping Station project at the JSTP RL 15-75: Agreement with Griffiths Engineering for floodwall inspection of construction phase through 2016 Discussion: Jacobs contract for construction management for BAF restoration and rehabilitation project	89-94	
	-----	-----	-----	-----	
8:35pm	Planning	Webb	RL15-67: Sale of 66 Decatur Street to John Greene	32-33	Jeremy Pelletier
	Planning	Webb	RL 15-47: Accept donation of 5 Williams Place	95	
	-----	-----	Discussion: Process for receiving letters/communications and entering them into public record	-----	
	-----	-----	Discussion: Proclamation for Water Department employees	-----	
8:50pm	-----	-----	Discussion: Rental Registration	-----	Councilman Motsavage
9:05pm	-----	-----	Discussion: Review of Mayoral appointment to Planning Commission	96	Council President Berg
	-----	-----	Discussion: Reports from Boards and Commissions from Council Representatives	-----	
	-----	-----	Discussion: Review of Traffic Board Minutes	97-99	
	-----	-----	Discussion: Review of Committee Reports & Pending Legislation	-----	

COMMITTEE REPORTS

Employees Committee: Berg (Chair), Webb, Papastrat

Potential amendments to residency requirements for City of Binghamton employees.

Municipal & Public Affairs Committee: Motsavage (Chair), Webb, Matzo

Potential amendments to the City of Binghamton's noise ordinance regulations.

Public Works/Parks & Recreation Committee: Motsavage (Chair), Berg, Mihalko

Review the Traffic Signal Removal Study.



Legislative Branch

RL Number:

15-63

Date Submitted:

3/24/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Terry Kellogg

Title/Department: Commissioner of Public Works

Contact Information: tjkellogg@cityofbinghamton.com

RL Information

Proposed Title: An ordinance proposing a budget amendment to pay for road salt.

Suggested Content: This amendment allows for the transfer of funds from three existing budget lines

A1990.55000, A1640.51000, AND A5110.51000

to A5152.54141 to pay for road salt purchased in excess of what was originally budgeted due to the unusually harsh winter.

Additional Information




Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 3/23/15

I respectfully request the below described transfer of funds due to the following reasons:

To cover the cost of road salt purchased in the first three months of 2015.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A1640.51000-PERSONAL SVCS.	A5142.54141 - Sand-Salt & Other	\$18,174.00
A5110.51000-PERSONAL SVCS.	A5142.54141 - Sand-Salt & Other	\$11,000.00

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: 3/23/15

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: 3/31/15

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds **APPROVED** ☒ / **DENIED** ☐ on 3/4/15. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: 4/1/15

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 3/23/15

I respectfully request the below described transfer of funds due to the following reasons:

To cover the cost of salt purchased in the first three months of 2015.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A1990.55000 - Contingency Acct.	A5142.54141 - Sand-Sand & Other	\$25,000.00

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: 3/23/15

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: 3/31/15

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds **APPROVED** ☐ / **DENIED** ☐ on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____

Kellogg, Terry

From: Clift, Lori
Sent: Wednesday, April 01, 2015 10:12 AM
To: Kellogg, Terry
Cc: Yeager, Jonathan; Holmes, Gary; Shager, Chuck
Subject: RE: Transfers for Salt

Terry,

Transfer \$18,174 From A1640.51000 Personal Services – General Equipment Mechanic. This position will need to remain vacant through 7/17/2015

Transfer \$11,000 from A5110.51000 Personal Services – Sr. Street Maintainer. This positions will need to remain vacant through 7/03/2015

Total of \$29,174.

Thanks,
Lori

From: Kellogg, Terry
Sent: Wednesday, April 01, 2015 9:50 AM
To: Clift, Lori
Cc: Yeager, Jonathan; Holmes, Gary
Subject: Transfers for Salt

Lori,

I plan to request a transfer of \$54,174.00 to cover Spring salt purchases - \$25,000 of which will be proposed from A1990.55000 - Contingency.

The remaining balance (\$29,174.00) is what I am looking for your help with. Please copy Jon on your response as I have to leave early today for an appointment and Jon may have to modify the request and get the necessary signatures prior to submission to E&A. If you cannot find that much, we have some reserve in A5182.54444 - Street Lighting Repair Services from which to pull some minor funding.

Thanks,

Terry

Terry J. Kellogg
Commissioner of Public Works
City of Binghamton
City Hall, 38 Hawley Street
Binghamton, NY 13901
Tel: 607-772-7020
Fax: 607-772-7023



Legislative Branch

RL Number:

15-64

Date Submitted:

3/26/2015

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Jeremy Pelletier

Title/Department: City Clerk

Contact Information: 607-772-7005

RL Information

Proposed Title: An Ordinance authorizing the sale of Flynn Avenue, a paper street, to John W. Young for \$6,250

Suggested Content: See attached

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☐ Planning ☒ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐

LAW OFFICES
of

JOHN W. YOUNG & ASSOCIATES

49 Court Street, MetroCenter
Suite 210

Binghamton, NY 13901

TELEPHONE: 607.722.3426

FAX: 607.722.5175

JOHN W. YOUNG

FACSIMILE TRANSMISSION DATA SHEET

Fax No. (607) 722-5175

DATE: March 17, 2015

TO: City Clerk, City of Binghamton, NY

FAX: 772.7155

FROM: John W. Young

RE: Offer to Purchase - Flynn Avenue, a paper street

THIS TRANSMISSION CONSISTS OF 2 PAGES, INCLUDING THIS COVER SHEET.

SHOULD YOU EXPERIENCE ANY DIFFICULTY WITH ANY ASPECT OF THIS TRANSMISSION, PLEASE CALL (607) 722-3426.

MESSAGE:

Enclosed for your consideration, please find my Offer to Purchase Flynn Avenue, a paper street.

If you require anything further, please do not hesitate to contact me.

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION, OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR ITS RETURN. THANK YOU.



OFFICE OF THE CITY CLERK - CITY OF BINGHAMTON

William Berg, City Council President
Jeremy Pelletier, City Clerk

OFFER TO PURCHASE

Please complete the below application, and submit this document to the City Clerk for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

PROPERTY INFORMATION

Street Address of Property: Flynn Avenue - a paper street

Tax Parcel Identification Number: 20' x 138' ± - as set forth on the attached survey

Current Use of Property: ☐ Residential ☒ Commercial ☐ Mixed Use ☐ Vacant Lot

Offered Purchase Price: \$6,250

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

Parking

APPLICANT INFORMATION

Applicant Name: John W. Young
Note: If the applicant is a company or corporation, please list all shareholders or members.

Mailing Address: 49 Court Street, Suite 210, Binghamton, NY 13901

Telephone Number(s): 607.722.3426

Email Address: jwyong@stny.ny.com

Please list any other properties owned by the Applicant located within Broome County.

Partnership interest in 1152 Vestal Avenue, 38 Pennsylvania Avenue, 42-44 Pennsylvania Avenue, and 1150 Vestal Avenue, Binghamton, New York

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Signature

John W. Young

March 17, 2015
Date

City Hall • 38 Hawley Street • Binghamton, NY 13901 • www.cityofbinghamton.com
Phone: (607) 722-7005 • Fax: (607) 722-7155



OFFICE OF THE CITY CLERK • CITY OF BINGHAMTON

Teri Renna, City Council President
Angela Holmes, City Clerk

OFFER TO PURCHASE

Please complete the below application, and submit this document to the City Clerk for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

PROPERTY INFORMATION

Street Address of Property: Flynn Avenue, a paper street

Tax Parcel Identification Number: 20' x 138' ± - as set forth on the attached survey

Current Use of Property: ☐ Residential ☒ Commercial ☐ Mixed Use ☐ Vacant Lot

Offered Purchase Price: \$500.00

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

Parking

APPLICANT INFORMATION

Applicant Name: Vestal Penn Enterprises, Inc.
Note: If the applicant is a company or corporation, please list all shareholders or members.

Mailing Address: 49 Court Street, Suite 210, Binghamton, NY 13901

Telephone Number(s): 607.722.3426 or 607.772.9468

Email Address: jwyong@stny.rr.com

Please list any other properties owned by the Applicant located within Broome County.

1152 Vestal Avenue, 38 Pennsylvania Avenue, 42-44 Pennsylvania Avenue, Binghamton, NY

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Signature

6/19/2014
DATE

Date

John W. Young
SIGNATURE

City Hall • 38 Hawley Street • Binghamton, NY 13901 • www.cityofbinghamton.com
Phone: (607) 772-7005 • Fax: (607) 772-7155

LAW OFFICES
of

JOHN W. YOUNG & ASSOCIATES

49 Court Street, MetroCenter
Suite 210
Binghamton, NY 13901
TELEPHONE: 607.722.3426
FAX: 607.722.5175

JOHN W. YOUNG

June 18, 2014

RECEIVED

JUN 20 2014

Hon. Angela Holmes
City Clerk of the City of Binghamton
City Hall
38 Hawley Street
Binghamton, NY 13901

OFFICE OF THE CITY CLERK
CITY OF BINGHAMTON

RE: Flynn Avenue, Binghamton, New York

Dear Ms. Holmes:

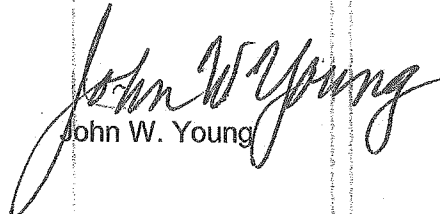
Attached hereto is an original and five copies of:

1. Survey of Flynn Avenue;
2. An Offer to Purchase from Binghamton Giant Market, Inc. the triangular portion of Flynn Avenue which presently is a portion of the area of the current Weis Market parking lot;
3. An Offer to Purchase from Vestal Penn Enterprises, Inc. the portion of Flynn Avenue which is contiguous with the west boundary of 1152-1154 Vestal Avenue and the eastern boundary of 1150 Vestal Avenue, each of said properties owned by Vestal Penn Enterprises, Inc.
4. A legal description of each of said parcels which will be recorded upon the granting of said properties from the City to each of the purchasers.

I respectfully request that you provide the members of the Board of Estimate and Apportionment with a copy of the documents for their review and approval. I would request that we be provided with notice of all future meetings of the Board wherein consideration of the offers is, or will be, considered.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


John W. Young

JWY:bc
Enc.



OFFICE OF THE CITY CLERK - CITY OF BINGHAMTON

Teri Renna, City Council President
Angela Holmes, City Clerk

OFFER TO PURCHASE

Please complete the below application, and submit this document to the City Clerk for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

PROPERTY INFORMATION

Street Address of Property: Flynn Avenue, a paper street

Tax Parcel Identification Number: 20' x 138' ± - as set forth on the attached survey

Current Use of Property: ☐ Residential ☒ Commercial ☐ Mixed Use ☐ Vacant Lot

Offered Purchase Price: \$500.00

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

Parking

APPLICANT INFORMATION

Applicant Name: Binghamton Giant Markets, Inc.
Note: If the applicant is a company or corporation, please list all shareholders or members.

Mailing Address: 2548 East Vestal Highway, Vestal, NY

Telephone Number(s): 607.763.8770

Email Address:

Please list any other properties owned by the Applicant located within Broome County.

see attached list of properties

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Ronald Ake
Signature

Date

QUIT CLAIM DEED

THIS INDENTURE, made the ____ day of March, 2014.

Between

VESTAL PENN ENTERPRISES, INC., a New York Corporation with an address of 49 Court Street, Suite 210, Binghamton, New York 13901

party of the first part, and

BINGHAMTON GIANT MARKET, INC., a New York State Corporation with an address of P O Box 845, 2548 Vestal Parkway East, Vestal, New York 13851-0895,

party of the second part.

WITNESSETH that the parties of the first part, in consideration of ONE Dollar (\$1.00 og&vc) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby *remise, release and quitclaim unto the parties of the second part, its successors and assigns FOREVER,*

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Binghamton, County of Broome, State of New York, being more particularly bounded and described as follows:

BEGINNING at a 5/8 rebar" with plastic yellow cap marked "Paul B. Koerts, L.S. No. 49580" set (hereafter referred to as pin set) at the intersection of the southerly street boundary of Vestal Avenue and the westerly street boundary of Flynn Avenue;

THENCE S 08°-51'-59"W along said westerly street boundary of Flynn Avenue a distance of 138.50 feet to a pin set on the west boundary of Flynn Avenue found in the lands owned by the grantor herein, Binghamton Giant Market, Inc., which pin set represents the point of beginning of the parcel being conveyed herein;

THENCE S 77°-01'-34"E along the southerly boundary of Flynn Avenue a distance of 20.05 feet to a 5/8" rebar on the southwesterly corner of 1152 Vestal Avenue, owned by the grantee herein;

THENCE S 44°-56'-32"W a distance of 33.96 feet to a point which point is on lands owned by the grantor, Binghamton Giant Market, Inc.;

THENCE N 08°-51'-59"E a distance of 28.89 feet to the point or place of beginning;

Said parcel being a triangular parcel, which previously was a portion of Flynn Avenue;

CONTAINING 289 square feet (0.007 acres) of land as surveyed by Paul B. Koerts Professional Land Surveyor on December 18, 2013. All bearings are referenced to magnetic north October 1985.

The above conveyance having been approved by the shareholders of the grantor and this conveyance does not constitute all or substantially all of the assets of the grantor

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, *its heirs and assigns forever.*

H:\Vestal Penn v. Purchase of 1150 Vestal Avenue\2014--3-21-14 Quit Claim Deed-289 sf.wpd

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

VESTAL PENN ENTERPRISES, INC.

BY: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK :

: ss:

COUNTY OF BROOME :

On March, 2014, the deponent below named came personally before me, and such deponent, being personally known to me and being duly sworn by me, deposed and said:

(1) Deponent's name is JOSEPH F. GARBARINO, SR.

(2) Deponent resides at 49 Court Street, Suite 210, Binghamton, NY 13901

(3) Deponent is President of VESTAL PENN ENTERPRISES, INC.
(Title) (Name of corporation)

(4) Such corporation is the corporation described in and which executed the above instrument; that the seal affixed to said instrument is the seal of such corporation; that said seal was so affixed by order of the Board of Directors of such corporation; and that deponent's name was signed thereto by like order.

Notary Public

QUIT CLAIM DEED

THIS INDENTURE, made the ____ day of March, 2014.

Between

BINGHAMTON GIANT MARKET, INC., a New York State Corporation with an address of P O Box 895, 2548 Vestal Parkway East, Vestal, New York 13851-0895,

parties of the first part, and

VESTAL PENN ENTERPRISES, INC., a New York Corporation with an address of 49 Court Street, Suite 210, Binghamton, New York, 13901

parties of the second part,

WITNESSETH that the parties of the first part, in consideration of ONE Dollar (\$1.00 og&vc) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Binghamton, County of Broome, State of New York, more particularly bounded and described as follows:

BEGINNING at a 5/8 rebar" with plastic yellow cap marked "Paul B. Koerts, L.S. No. 49580" set (hereafter referred to as pin set) at the intersection of the southerly street boundary of Vestal Avenue and the westerly street boundary of Flynn Avenue;

THENCE S 08°-51'-59"W along said westerly street boundary of Flynn Avenue a distance of 138.50 feet to a pin set on the west boundary of Flynn Avenue found in the lands owned by the grantor, Binghamton Giant Market, Inc.;

THENCE S 77°-01'-34"E a distance of 20.05 feet to a 5/8" rebar at the southwest corner of the premises owned by Vestal Penn Enterprises, Inc., commonly known as 1152 Vestal Avenue, in the City of Binghamton, New York, bearing Tax Map # 160.72-4-10, and being in the easterly boundary line of Flynn Avenue;

THENCE N 8°-51'-59"E along the easterly boundary of Flynn Avenue and the westerly boundary of the premises commonly known as 1152 Vestal Avenue, Binghamton, New York, bearing Tax Map # 160.72-4-10, to a point which is the intersection of the southerly boundary of Vestal Avenue and the easterly boundary of Flynn Avenue;

THENCE S 72°-09'-29"W along the southerly boundary of Vestal Avenue to the point or place of beginning.

Grantor reserves and retains for Grantor (and Grantor's successors and assigns) an easement over the area designated as Flynn Avenue. Said easement shall be for purposes of facilitating access (ingress and egress) from Vestal Avenue to the Grantor's property located south of the area designated as Flynn Avenue to repair the wall which presently exists along the northerly border of Grantor's property southerly and immediately adjacent to Flynn Avenue and the southerly border of 1150 Vestal Avenue. Equipment and materials necessary to accomplish any work shall not be positioned, stored, parked, or the like so as to prevent Grantee's use of Grantee's premises as a parking lot. The equipment and materials may only be parked and stored on said premises during the hours of work and not for in excess of a period of 72 work hours. The cost of all expenses necessary to return the premises to its condition prior to Grantor's use of said easement to repair shall be the obligation of the Grantor, and all repairs shall (weather permitting) be made within one week of Grantor's completion of repair. Grantee shall be given 72 hours notice of Grantor's need to exercise its easement rights and/or 24 hours in the event of an emergency. Furthermore, Grantor (for Grantor and Grantor's successors and assigns), also reserves and retains an easement over, through and under the area designated as Flynn Avenue and over, through and under the property known as 1150 Vestal Avenue to enable Grantor (and Grantor's successors and assigns) to maintain, repair and replace an existing storm/sanitary sewer line running from Grantor's property south of Flynn Avenue to Vestal Avenue. Both of the above easements shall "run with the land".

The above conveyance having been approved by the shareholders of the grantor and this conveyance does not constitute all or substantially all of the assets of the grantor.

Said parcel is a parcel of property which previously was a portion of Flynn Avenue, hereinbefore described.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, *its heirs and assigns forever*,

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

BINGHAMTON GIANT MARKET, INC.

BY: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK :

: ss: :

COUNTY OF BROOME :

On March, 2014, the deponent below named came personally before me, and such deponent, being personally known to me and being duly sworn by me, deposed and said:

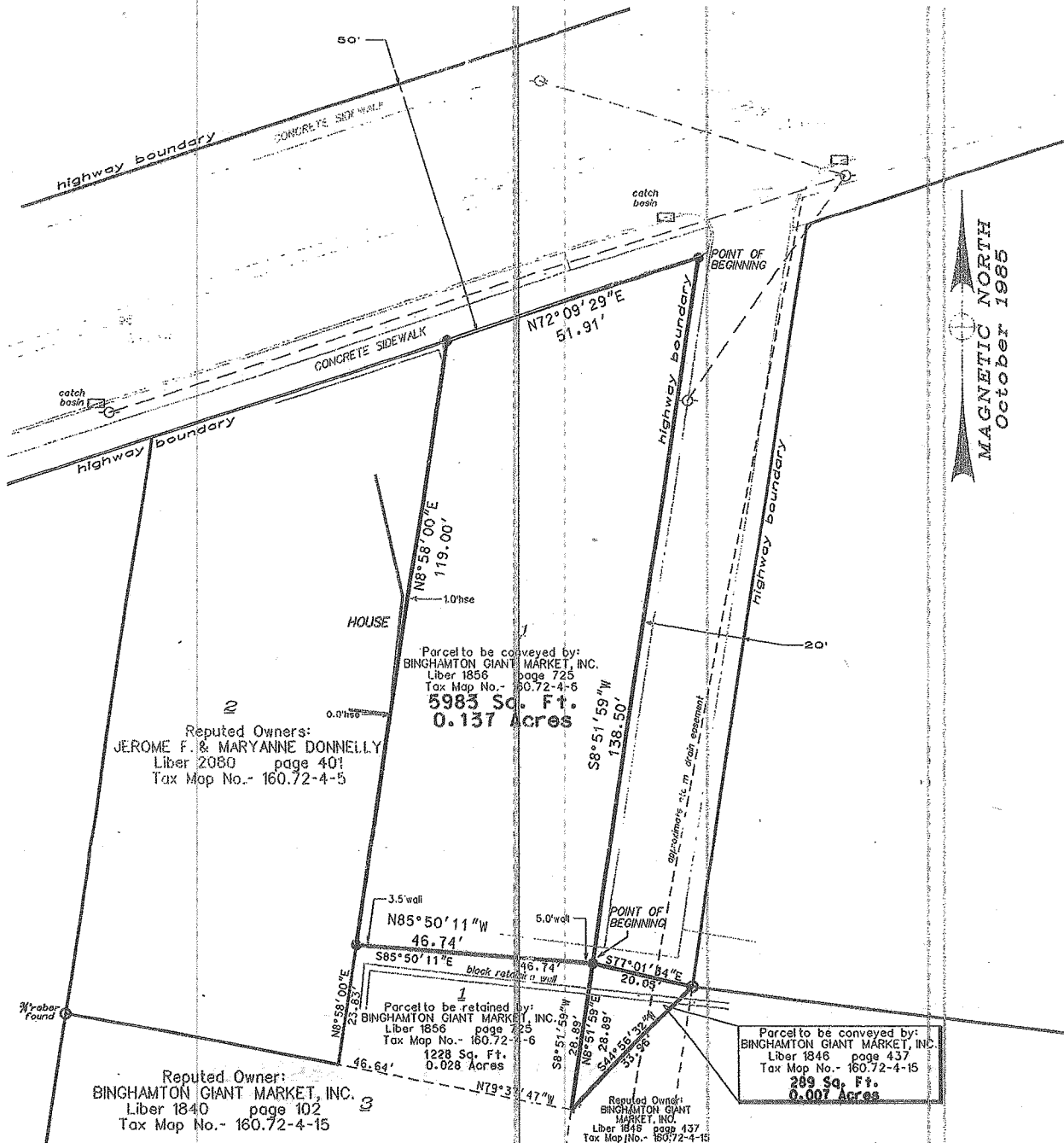
(1) Deponent's name is _____

(2) Deponent resides at _____

(3) Deponent is _____ of BINGHAMTON GIANT MARKET, INC.
(Title) (Name of corporation)

(4) Such corporation is the corporation described in and which executed the above instrument; that the seal affixed to said instrument is the seal of such corporation; that said seal was so affixed by order of the Board of Directors of such corporation; and that deponent's name was signed thereto by like order.

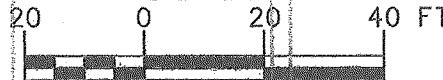
Notary Public



NOTE:

1 Denotes lot number on a map entitled "Margaret Flynn's Lot" as surveyed by S.E. Monroe, C.E. and recorded in the Broome County Clerk's Office in Book 1 of Maps, at page 159.

SCALE



1 INCH = 20 FEET



N.Y.S. License No. 49580

GENERAL NOTES

- Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 1209, sub-division 2, of the New York State Education Law.
- Only copies from the original of this survey marked with an original of the land surveyor's seal and signature shall be considered to be valid true copies.
- Certifications indicated herein signify that this survey was prepared in accordance with the current Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey was prepared, and on his behalf to the title company, governmental agency and lending institutions listed herein, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
- Subject to utility line or other easements, covenants or restrictions affecting the surveyed premises, if any. All visible above ground evidence of easements are as shown.
- Subject to any facts a complete, accurate and current abstract of title may disclose.

CERTIFICATION OF THIS SURVEY SHALL RUN TO:

-Binghamton Giant Market, Inc.

REVISIONS

1	REVISED - DECEMBER 30, 2013
2	
3	
4	
5	
6	

DEED REFERENCE

LIBER 1856 PAGE 725

MAP DATE: DECEMBER 18, 2013

MAP NO: 1856-1

MAP AND SURVEY PREPARED BY
PAUL B. KOERTS
PROFESSIONAL LAND SURVEYOR

TEL. NO. - 607-656-9578
FAX NO. - 607-656-9133

P.O. BOX 432, HITCHKISS ROAD
HITCHKISS, NEW YORK 14778-0432

- LEGEND**
- 5/8" rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set
 - iron pin or pipe found
 - underground telephone cable box/marker
 - utility pole with overhead distribution & service lines
 - property line
 - easement line
 - water course or boundary

BOUNDARY SURVEY
OF LANDS TO BE CONVEYED BY
BINGHAMTON GIANT MARKET, INC.
1150 VESTAL AVENUE
CITY OF BINGHAMTON
COUNTY OF BROOME
TAX MAP NO. - 160.72-4-6
STATE OF NEW YORK

WARRANTY DEED

THIS INDENTURE, made the ____ day of March, Two Thousand and Fourteen

Between

BINGHAMTON GIANT MARKET, INC., a New York State Corporation with an address of P.O. Box 895, 2548 Vestal Parkway East, Vestal, New York 13851-0895, party of the first part, and

VESTAL PENN ENTERPRISES, INC., a New York State Corporation with an address of 49 Court Street, Suite 210, Binghamton, New York 13901, party of the second part,

WITNESSETH that the party of the first part, in consideration of ----- ONE ----- Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Binghamton, County of Broome, State of New York, being part of Lot No. 1 in the "Margaret Flynn's Lot" Subdivision as surveyed by S.E. Monroe, C.E. and recorded in the Broome County Clerk's Office on August 28, 1888 in Book of Maps 1 at page 159, and relocated to Plate Cabinet No. 2 at sleeve no. 46, more particularly bounded and described as follows:

BEGINNING at a 5/8" rebar with plastic yellow cap marked "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) at the intersection of the southerly street boundary of Vestal Avenue and the westerly street boundary of Flynn Avenue;

THENCE S 08°-51'-59"W along said westerly street boundary of Flynn Avenue a distance of 138.50 feet to a pin set on the west boundary of Flynn Avenue found in the lands owned by the grantor;

THENCE N 85°-50'-11"W a distance of 46.74 feet to a pin set in the east boundary of lands previously owned by Robert B. and May F. Cronin;

THENCE N 08°-58'-00"E along the easterly boundary of lands previously owned by said Cronin a distance of 119.00 feet to a pin set in said southerly street boundary of Vestal Avenue;

THENCE N 72°-09'-29"E along said southerly street boundary of Vestal Avenue a distance of 51.91 feet to the point or place of beginning.

CONTAINING 5,983 square feet (0.137 acres) of land as surveyed by Paul B. Koerts Professional Land Surveyor on December 18, 2013. All bearings are referenced to magnetic north October 1985.

The above conveyance having been approved by the shareholders of the grantor and this conveyance does not constitute all or substantially all of the assets of the grantor.

Grantor reserves and retains for Grantor (and Grantor's successors and assigns) an easement over the area designated as Flynn Avenue. Said easement shall be for purposes of facilitating access (ingress and egress) from Vestal Avenue to the Grantor's property located south of the area designated as Flynn Avenue to repair the wall which presently exists along the northerly border of Grantor's property southerly and immediately adjacent to Flynn Avenue and the southerly border of 1150 Vestal Avenue. Equipment and materials necessary to accomplish any work shall not be positioned, stored, parked, or the like so as to prevent Grantee's use of Grantee's premises as a parking lot. The equipment and materials may only be parked and stored on said premises during the hours of work and not for in excess of a period of 72 work hours. The cost of all expenses necessary to return the premises to its condition prior to Grantor's use of said easement to repair shall be the obligation of the Grantor, and all repairs shall (weather permitting) be made within one week of Grantor's completion of repair. Grantee shall be given 72 hours notice of Grantor's need to exercise its easement rights and/or 24 hours in the event of an emergency. Furthermore, Grantor (for Grantor and Grantor's successors and assigns), also reserves and retains an easement over, through and under the area designated as Flynn Avenue and over, through and under the property known as 1150 Vestal Avenue to enable Grantor (and Grantor's successors and assigns) to maintain, repair and replace an existing storm/sanitary sewer line running from Grantor's property south of Flynn Avenue to Vestal Avenue. Both of the above easements shall "run with the land".

BEING a portion of the same premises conveyed to the grantor herein by warranty deed from Steven D. Tenney; said deed being recorded in the Broome County Clerk's Office on October 17, 1995 in Book 1856 of deeds at Page 725.

TOGETHER, with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND said party of the first part covenants as follows:

FIRST, That said party of the first part seized of said premises in fee simple, and has good right to convey the same;

SECOND, That the party of the second part shall quietly enjoy the said premises;

THIRD That the said premises are free from encumbrances, except as aforesaid.

FOURTH, That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH, That said party of the first part will forever WARRANT the title to said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set hand and seal the day and year first above written.

IN PRESENCE OF

BINGHAMTON GIANT MARKET, INC.

BY: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK :
: ss:
COUNTY OF BROOME :

On _____ the deponent below named came personally before me, and such deponent, being personally known to me and being duly sworn by me, deposed and said:

(1) Deponent's name is _____

(2) Deponent resides at _____

(3) Deponent is _____ of BINGHAMTON GIANT MARKET, INC.
(Title) (Name of corporation)

(4) Such corporation is the corporation described in and which executed the above instrument; that the seal affixed to said instrument is the seal of such corporation; that said seal was so affixed by order of the Board of Directors of such corporation; and that deponent's name was signed thereto by like order.

Notary Public

RECORD AND RETURN TO:

Law Offices of John W. Young & Associates
49 Court Street, Suite 210
Binghamton, NY 13901

WARRANTY DEED

THIS INDENTURE, made the ____ day of March, Two Thousand and Fourteen

Between

BINGHAMTON GIANT MARKET, INC., a New York State Corporation with an address of P.O. Box 895, 2548 Vestal Parkway East, Vestal, New York 13851-0895, party of the first part, and

VESTAL PENN ENTERPRISES, INC., a New York State Corporation with an address of 49 Court Street, Suite 210, Binghamton, New York 13901, party of the second part,

WITNESSETH that the party of the first part, in consideration of ----- ONE ----- Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns:

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THENCE N 08°-58'-00"E along the easterly boundary of lands previously owned by said Cronin a distance of 119.00 feet to a pin set in said southerly street boundary of Vestal Avenue;

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TOGETHER, with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND said party of the first part covenants as follows:

FIRST, That said party of the first part seized of said premises in fee simple, and has good right to convey the same;

SECOND, That the party of the second part shall quietly enjoy the said premises;

THIRD That the said premises are free from encumbrances, except as aforesaid.

FOURTH, That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH, That said party of the first part will forever WARRANT the title to said premises.

IN WITNESS WHEREOF, the parties on the first part have hereunto set hand and seal the day and year first above written.

IN PRESENCE OF

BINGHAMTON GIANT MARKET, INC.

BY: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK	:
	: ss:
COUNTY OF BROOME	:
On _____ the deponent below named came personally before me, and such deponent, being personally known to me and being duly sworn by me, deposed and said:	
(1) Deponent's name is	_____
(2) Deponent resides at	_____
(3) Deponent is _____ of BINGHAMTON GIANT MARKET, INC.	_____
	(Name of corporation)
(4) Such corporation is the corporation described in and which executed the above instrument; that the seal affixed to said instrument is the seal of such corporation; that said seal was so affixed by order of the Board of Directors of such corporation; and that deponent's name was signed thereto by like order.	_____
Notary Public	

RECORD AND RETURN TO:

Law Offices of John W. Young & Associates
49 Court Street, Suite 210
Binghamton, NY 13901



Legislative Branch

RL Number:

15-65

Date Submitted:

3/26/2015

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Teri Rennia

Title/Department: Councilwoman, 3rd District

Contact Information: district3@cityofbinghamton.com

RL Information

Proposed Title: A Local Law requesting home rule regarding the Homestead Tax Option as
it relates to 5 Riverside Drive and 4 Oak Street

Suggested Content:

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): LL93-3

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☒ Planning ☐ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐



IN
THE COUNCIL OF THE CITY OF BINGHAMTON

STATE OF NEW YORK

Dated: February 22, 1993

Sponsored by Council Member(s): O'Keefe, Wackett, Seidel, Howe, Kashon, Fiala

Introduced by Committee(s) on: Finance

LOCAL LAW

entitled

A LOCAL LAW TO ADOPT THE PROVISIONS OF
REAL PROPERTY TAX LAW, SECTION 1903,
CONCERNING HOMESTEAD BASE PROPORTIONS.

Code ✓
Corp. Counsel ✓
Compt. ✓
Engineer ✓
Treasurer ✓
Data ✓
CDD ✓
Personnel ✓
Public Works ✓
Parks ✓
Assessor ✓
Mayor ✓
Library ✓

3/16/93
JMC

WHEREAS, by means of Permanent Ordinance No. 92-18 authorized the Mayor to file a Notice of Intent to establish a Homestead Rate; and

WHEREAS, the Council of the City of Binghamton now wishes to establish a Homestead Rate, pursuant to New York State Real Property Tax Law;

NOW, THEREFORE, the Council of the City of Binghamton duly convened in special session, does hereby ordain as follows:

Section 1. The provisions of Real Property Tax Law, Section 1903, concerning homestead base proportions are hereby adopted.

Section 2. The homestead base proportions shall be established by ordinance of the Council of the City of Binghamton in accordance with the Rules of the State Board of Equalization and Assessment, and shall apply to taxes levied on the 1993-94 final assessment roll and to taxes levied on subsequent rolls until this local law shall be repealed.

Section 3. This local law shall take effect immediately.



Legislative Branch

RL Number:

15-66

Date Submitted:

3/30/2015

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Binghamton-Johnson City Joint Sewage Board

RECEIVED

Title/Department: Charlie Pearsall, Business Manager

MAR 30 2015

Contact Information: cpearsall@stny.rr.com, 607-217-5429

OFFICE OF THE CITY CLERK
CITY OF BINGHAMTON

RL Information

Proposed Title: Reduce BJCJSB Capital by \$4 million on specific projects to be absorbed by
Binghamton as Lead Agency

Suggested Content: The BJCJS Board has been directed by the Mayors to identify \$4 million in
projects that will be absorbed by the Binghamton Lead Agency, and has coordinated with the City
Comptroller to allow these funds to be returned to the Owners and Users as a reduction in sewage
treatment fees for the annual billings.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☒ Planning ☐ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 03/26/2015

I respectfully request the below described transfer of funds due to the following reasons:

The B-JCJS Board requests the reduction of capital funds to be credited to owners and users through

the billing process and thereby reduce the amounts held for projects that now are proposed to fall under the scope of the Lead Agency arrangement.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
JF8130.559106 Flood Capital	JF8130.590000 Interfund Revenue	\$344,125.50
JH8130.554xxx Various Capital	JH9901.590000 Interfund Revenue	3,655,874.50

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: 03/26/2015

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: _____

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds **APPROVED** ☐ / **DENIED** ☐ on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____

**MOTION TO RECONSIDER AND AMEND 03/19/15 MOTION ADOPTED
REGARDING PROPOSED CAPITAL REDUCTIONS**

Motion by Board Member George Kolba, seconded by Board Member Ron Davis, to reconsider and amend the motion approved March 19, 2015 proposing capital reductions, as set forth below:

WHEREAS, the Binghamton-Johnson City Joint Sewage Board ("Sewage Board") has reviewed Work Order-06 between the City of Binghamton, as Lead Agency, and its design engineering firm, GHD, for the design of the Repair and Rehabilitation of the Binghamton-Johnson City Joint Sewage Treatment Plant, and proposes a reduction in its Capital Funds to eliminate existing funding for projects now included in the Lead Agency's scope of work for the design engineer,

NOW, THEREFORE, the Binghamton-Johnson City Joint Sewage Board ("Sewage Board") reconsiders and amends the motion approved March 19, 2015 to state as follows:

- 1.) The Sewage Board directs that its Business Manager propose to the Owners' legislative bodies budget modifications totaling \$4 million in reductions from its current-year capital funds, consisting of the following 2015 budget entries:

<u>2015 BUDGET ENTRIES</u>	<u>Capital Reductions</u>
JF8130 559106 FRP-BLDG1 (Compost Facility)	<u>344,125.50</u> DECREASE
JF9901 590000 INTERFUND TRANSFER -J (<i>new line to be created</i>)	<u>344,125.50</u> INCREASE
JH8130 554005 Safety	112,750.00 DECREASE
JH8130 554006 Building Mechanical HVAC Improvements	802,582.00 DECREASE
JH8130 554011 Replace Grit Buildings Motor Control Centers	208,280.00 DECREASE
JH8130 554026 Chlorine Contact Chamber Bypass	95,000.00 DECREASE
JH8130 554027 HH MCC/TPS Switchgear	710,000.00 DECREASE
JH8130 554028 Compost Recovery/Demolition	100,000.00 DECREASE
JH8130 554029 Energy Efficiency Improvements	163,000.00 DECREASE
JH8130 554031 Locker Rooms & Showers Design	75,000.00 DECREASE
JH8130 554034 Primary Settling Tanks Drain Valves	53,095.00 DECREASE
JH8130 554040 Capital Contingency	63,966.93 DECREASE
JH8130 554043 Head House Bar Screen Room Structural Repairs	93,500.00 DECREASE
H8130 554045 Digester Complex Maintenance	500,000.00 DECREASE
JH8130 554046 Centrate Treatment	30,000.00 DECREASE
JH8130 554053 BAF Repair	275,065.57 DECREASE
JH8130 554056 Eng/Dsgn for HH Bar Screen and Conveyor	65,000.00 DECREASE

(continues on next page)

JH8130 554057 Blower Bldg MCC/Trans/Dist & CL Bldg Disconnect	50,000.00 DECREASE
JH8130 554060 Eng/Dsgn Electrical Supply Switchgear Upgrades	25,065.00 DECREASE
JH8130 554061 Eng/Design for Blower Building Solar Panels	50,000.00 DECREASE
JH8130 554062 SCADA-compatible Valves & Devices	100,000.00 DECREASE
JH8130 554066 Dump Truck with Cover	18,570.00 DECREASE
JH8130 554068 Conveyor Replacement - Head House & Pista Grit	<u>65,000.00</u> DECREASE
JH9901 590000 INTERFUND TRANSFER -J	<u>3,655,874.50</u> INCREASE
 TOTAL INTERFUND TRANSFERS	 <u>4,000,000.00</u>
 J 45031 INTERFUND TRANSFER	 4,000,000.00 INCREASE
J 42701 REFUND OF PRIOR YEAR EXPENSES	4,000,000.00 DECREASE

2.) and that, as part of their legislation, the Owners' legislative bodies would approve the following 2015 ledger entries on the books and accounts of the Binghamton-Johnson

City Joint Sewage Project:

JF9901 590000 INTERFUND TRANSFER -J	344,125.50	
JF 391 Due from other funds		344,125.50
 JH9901 590000 INTERFUND TRANSFER -J	 3,655,874.50	
JH 391 Due from other funds		3,655,874.50
 J 45031 INTERFUND TRANSFER		344,125.50
J 45031 INTERFUND TRANSFER		3,655,874.50
J 630.JF DUE FROM CAPITAL – FLOOD	344,125.50	
J 630.JC DUE FROM CAPITAL	3,655,874.50	
 J 42701 REFUND OF PRIOR YEAR EXPENSES	 4,000,000.00	
J 410.ZZ Due from other Governments		4,000,000.00

and further provide that the J.410.ZZ line \$4,000,000.00 be allocated to the Municipal Users of the Joint Sewage Treatment Plant in proportion to the certified 2013 billable wastewater flows of the Municipal Users with the direction that, before distributing a Municipal User's allocation, there be subtracted therefrom the amount of any currently due and unpaid amounts from approved final billings and/or estimated billings, and that the Joint Sewage Project Fiscal Officer be directed to contact each Municipal User's

Chief Executive Officer and, if designated, its Liaison Officer, in writing to inform the municipality of its allocation, any reduction applied, and to offer each Municipal User the option either [i] to receive a payment by check of the net allocation as a refund of prior year expense, or [ii] to maintain a ledger credit for its net allocation (and, if a Municipal User does not make an election, that its net allocation will remain as a ledger credit to be applied against future estimated bills and final billings due from the Municipal User until exhausted).

Binghamton-Johnson City Joint Sewage Board			March 19, 2015
Reductions to Capital Required due to Lead Agency Coverage in Plant Rehabilitation			
			Capital
			<u>Reduction</u>
JH8130	554005	Safety	112,750.00
JH8130	554006	Bldg Mech HVAC Improvements	802,582.00
JH8130	554011	Replce Grit Bldgs Mtr Cnt	208,280.00
JH8130	554026	Chlorine Contact Chamber Bypass	95,000.00
JH8130	554027	HH MCC/TPS Switchgear	710,000.00
JH8130	554028	Compost Recovery/Demolition	100,000.00
JH8130	554029	Energy Efficiency Improvements	163,000.00
JH8130	554031	Locker Rms & Showers Design	75,000.00
JH8130	554034	Primary Settling Tanks Drain Valves	53,095.00
JH8130	554040	Capital Contingency	63,786.93
JH8130	554043	Head House Bar Screen Rm Struct	93,500.00
JH8130	554045	Digester 5-year Cyclic Clean & Maintain	500,000.00
JH8130	554046	Centrate Treatment	30,000.00
JH8130	554053	BAF Repair	275,065.57
JH8130	554056	Eng/Dsgn HH Bar Scrn Conveyor	65,000.00
JH8130	554057	Blower Bldg MCC/Trans/Dist & CL Bldg Disconnect	50,000.00
JH8130	554060	Engineering/Design Elec Supply Switchgear Upgrades	25,065.00
JH8130	554061	Engineering/Design Blower Building Solar Panels	50,000.00
JH8130	554062	SCADA - Compaiible Valves & Devices	100,000.00
JH8130	554066	Dump Truck with Cover	18,750.00
JH8130	554068	Conveyor Replacement	65,000.00
			3,655,874.50
JF8130	559106	FRP-BLDG1 (Compost Facility)	344,125.50
			4,000,000.00

BINGHAMTON-JOHNSON CITY SEWAGE TREATMENT PLANT
4480 Old Vestal Road
Vestal, NY 13850

March 11, 2015

Gene Hulbert Chairman
and Members of the Board
Joint Sewage Treatment Board
4480 Old Vestal Road
Vestal, NY 13850

Re: Binghamton-Johnson City Sewage Treatment Facility
Refund Regarding Capital Projects

Dear Chairman Hulbert and Members of the Board,

The City of Binghamton and the Village of Johnson City, as the owners of the Binghamton-Johnson City Joint Sewage Plant, are directing the Joint Sewage Board to refund \$4 million among all municipal users. This request is based on an excess of \$14 million in unused capital projects that have been funded by the municipalities. There is an excess of \$4 million from 2013 alone.

Future capital projects will be funded by the Owners through bonding and an agreement in place with the New York State Environmental Facilities Corporation as part of the overall reconstruction of the JSTP. Thus, fewer projects will need to be funded through capital transfers as was done in the past.


At a time when municipalities are struggling to keep tax increases below the state mandate cap and minimizing increases to water/sewer rates, the Owners feel strongly that these excess capital funds will be better utilized in the hands of each municipality.

This refund should be completed through a budget amendment Resolution reducing capital lines and increasing transfers to the general fund. From the general fund, the money will then be distributed back to the municipalities based on the 2013 final billing formula. If a municipality owes any money on its 2013 bill, this refund will reduce that amount. If a municipality does not owe any money, the municipality can choose to have the money refunded or apply the funds as a credit toward its 2014 bill.

Once these refunds are complete, there will still be approximately \$10 million in the capital accounts. The Owners direct the Joint Sewage Board to review its capital requirement and report back to the Owners in May to outline its requirements. At that time, a decision will be made on the remaining balance.

Time is of the essence so this can all be accounted for in the municipalities 2014 financials. Please make the application for a budget amendment by no later than April 14, 2015, so it can be approved by the respective legislative bodies as soon as possible. If you still request a meeting with the owners please contact Mayor David's office to arrange for it at 607-772-7001.

Thank you for your anticipated cooperation.

By: 
Richard C. David, Mayor
City of Binghamton

Date: 3/13/15

By: 
Greg Deemle, Mayor
Village of Johnson City

Date: 3/13/15

Mayor Rich David
38 Hawley St.
Binghamton, NY 13901

Date: 12 January 2015

Mayor Greg Deemie
243 Main St
Johnson City, NY 13790

Dear Mayor David and Mayor Deemie,

Given the changes in the capital projects at the Wastewater Treatment Plant, the Sewage Board has reviewed the plant's capital budget and has identified several projects which will be encompassed by the rehabilitation work of the City of Binghamton as lead agency. Attached are charts that provide budget line detail regarding the \$2,067,897.57 in capital budget funding the Sewage Board proposes be repurposed. Part 1 (page C-1) summarizes lines proposed to be partially repurposed, and Part 2 (page C-2) summarizes lines to be completely repurposed based on the present direction of the capital projects as we understand them.

Before the Sewage Board prepares a request for legislation to be presented to the City Council and Village Board of Trustees the Sewage Board is looking for direction and guidance from both Mayors.

As soon as possible at your convenience the signatories of this letter would like to meet with the Mayors and any additional parties they may choose to involve to discuss this legislation.

Sincerely,

Gene Hulbert, Chairman

Catherine Young, Superintendent

George Kolba, Vice Chairman

Charles Pearsall, Business Manager

Ed Crumb, Finance Committee Chair

Cc: Chuck Shager, Tom Johnson

Attachments: 2



Legislative Branch

RL Number:

15-67

Date Submitted:

3/31/2015

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Jeremy Pelletier, City Clerk

Title/Department: City Clerk's Office

Contact Information: 607-772-7035

RL Information

Proposed Title: An Ordinance authorizing the sale of 66 Decatur Street to John Greene for \$500

Suggested Content: Approved by E&A on February 18, 2015. Property will remain forever green

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☐ Planning ☒ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐



Image Mate Online

[Navigation](#) [GIS Map](#) [Tax Maps](#) | [ORPS Links](#)
[Help](#) [Log In](#)

Residential

[Property Info](#)[Owner/Sales](#)[Inventory](#)[Improvements](#)[Tax Info](#)[Report](#)[Comparables](#)

Municipality of City of Binghamton

SWIS:	030200	Tax ID:	161.54-2-46
-------	--------	---------	-------------

Tax Map ID / Property Data

Status:	Active	Roll Section:	Wholly Exem
Address:	66 Decatur St		
Property Class:	311 - Res vac land	Site Property Class:	311 - Res vac land
Site:	Res 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	0
Neighborhood:	00610 -	School District:	Binghamton
Legal Property Description:	06-0032-066 1010062209 763243535,		
Total Acreage/Size:	154 x 190	Equalization Rate:	----
Land Assessment:	2014 - \$10,000 2013 - \$10,000	Total Assessment:	2014 - \$10,000 2013 - \$10,000
Full Market Value:	2014 - \$12,048 2013 - \$12,048		
Deed Book:	2276	Deed Page:	166
Grid East:	1010060	Grid North:	763234

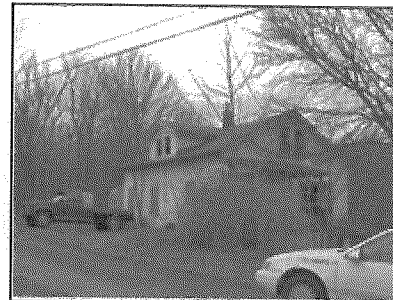
Special Districts for 2014

Description	Units	Percent	Type	Value
Property Clean-Up	0	0%		0

Special Districts for 2013

Photographs

(Click on photo to enlarge it.)



A

Photo 1 of 2



Maps

[View Tax Map](#)[Pin Property on GIS Map](#)



Legislative Branch

RL Number:

15-68

Date Submitted:

11/1/13

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: CHUCK SHAGER

Title/Department: COMPTROLLER

Contact Information: 607-772-7011

RL Information

Proposed Title: AMEND 2014 BUDGET

(Binghamton)

Suggested Content: AMENDMENT TO THE 2014 BUDGET SO ALL APPROPRIATIONS ARE AT OR LESS THAN BUDGET. THIS RL IS FOR GENERAL, WATER, SEWER, INSURANCE, PARKING RAMPS, AND REFUSE FUND

Additional Information

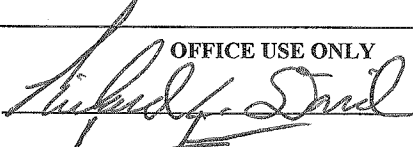
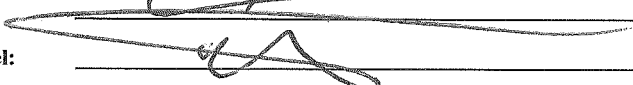

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

CITY OF BINGHAMTON
2014 YE BUDGET AMENDMENTS
GENERAL FUND

INC	A9730.56000	BAN-PRINCIPAL	375,843.00	
INC	A9710.56000	SERIAL-PRINCIPAL	41,111.77	416,954.77
DEC	A9730.57000	BAN-INTEREST	39,845.09	
DEC	A9710.57000	SERIAL-INTEREST	88,333.20	
DEC	A9789.57000	LTD-INTEREST	5,708.48	
DEC	A9050.58000E	UNEMPLOYMENT	178,008.00	
DEC	A9040.58000D	WORKERS COMP	65,000.00	
DEC	A9030.58000B	SOCIAL SECURITY	40,060.00	416,954.77
INC	A8160.51900	SANITATION OT	17,600.00	
DEC	A8160.51000	SANITATION PERSONAL	17,600.00	
INC	A5182.54220	STREET LIGHTING	77,708.05	
DEC	A5182.54444	STREET LIGHT REPAIR	77,708.05	
INC	A3120.51600	POLICE-HOLIDAY PAY	26,063.00	
DEC	A3120.51000	POLICE-PERSONAL	26,063.00	
INC	A1640.54202	CENTRAL -ELECT	14,310.00	
DEC	A1640.54112	CENTRAL FUEL	14,310.00	
INC	A1620.54201	CITY HALL-GAS	2,600.00	
INC	A1620.54202	CITY HALL-ELECT	49,500.00	
INC	A1620.54663	CITY HALL-SHARED SERV	12,400.00	
DEC	A9030.58000B	SOCIAL SECURITY	64,500.00	
INC	A1440.51900	ENGINEERING OT	9,461.09	
DEC	A1210.51000	MAYOR PERSONAL	9,461.09	
INC	A3410.51600	FIRE-HOLIDAY PAY	18,000.00	
DEC	A3410.51000	FIRE PERSONAL	18,000.00	
INC	A5110.51900	ROADS-OVERTIME	19,000.00	
DEC	A9030.58000B	SOCIAL SECURITY	19,000.00	

CITY OF BINGHAMTON
2014 YE BUDGET AMENDMENTS
WATER FUND

INC	FX8330__	51900__	OVERTIME	28,500.00	
INC	FX8330__	54202__	ELECTRICITY	85,400.00	
INC	FX8340__	51900__	OVERTIME	15,200.00	
					129,100.00
DEC	FX8310__	54410__	PROFESSIONAL SERVICES	22,400.00	
DEC	FX8330__	54102__	GENERAL OPERATING SUPPLIES	17,000.00	
DEC	FX8330__	54150__	CHEMICALS	42,700.00	
DEC	FX8340__	54110__	VEHICLE PARTS	14,000.00	
DEC	FX8340__	54124__	PIPING MATERIAL	20,000.00	
DEC	FX9030__	58000B__	SOCIAL SECURITY	13,000.00	
					129,100.00

CITY OF BINGHAMTON
2014 YE BUDGET AMENDMENTS
SEWER FUND

INC	G8120__	54202__	ELECTRICITY	19,500.00
DEC	G8120__	51000__	PERSONAL SERVICES	19,500.00

CITY OF BINGHAMTON
2014 YE BUDGET AMENDMENTS
PARKING RAMPS

INC	CP5650	54202	ELECTRICITY	7,450.00
DEC	CP9710	56000	SERIAL BONDS - PRINCIPAL	4,500.00
DEC	CP9710	57000	SERIAL BONDS - INTEREST	2,950.00

CITY OF BINGHAMTON
2014 YE BUDGET AMENDMENTS
REFUSE FUND

INC	CL8160__ 54661__	TIPPING FEE	43,000.00
DEC	CL8160__ 51000__	PERSONAL SERVICES	43,000.00



Legislative Branch

RL Number:

15-69

Date Submitted:

4/1/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: CHUCK SHAGER

Title/Department: COMPTROLLER

Contact Information: 607-772-7011

RL Information

Proposed Title: RESOLUTION AUTHORIZING GOVINVEST TO PROVIDE GASB 45
ACTUARIAL SERVICES FOR POST EMPLOYMENT BENEFITS OFFERED BY STATE AND LOCAL
GOVERNMENT

Suggested Content: FUNDS AVAILABLE ON LINE A1310.54425 (AUDIT AND FINANCIAL SERV)
NOT TO EXCEED THE COST OF \$8,000

Additional Information

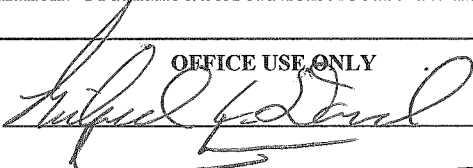


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:

15-70

Date Submitted:

4/2/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Dr. Juliet Berling

Title/Department: Director, Planning, Housing, & Community Development

Contact Information: (607) 772-7028

RL Information

Proposed Title: A resolution authorizing the Mayor to enter into a professional service

agreement with CNY Fair Housing, Inc. of Syracuse, NY to prepare the HUD required Analysis of
Impediments to Fair Housing Choice.

Suggested Content: Four bidders responded to an RFP for an AI study. Bids were opened on March
20, 2015. CNY was chosen by the selection committee for their budget of \$18,900. Funds for this
project will come from the CD Housing/Rehab Contractual line budget for CDY37, 38, and 39.

Additional Information

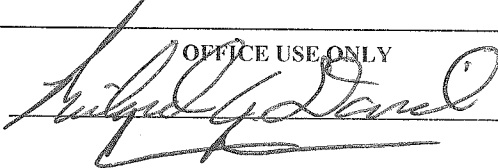


Does this RL concern grant funding? Yes ☒ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

City of Binghamton

Request For Proposal Analysis of Impediments to Fair Housing Choice

I. Project Background

Title VIII of the Civil Rights Act of 1968 is commonly known as the Fair Housing Act. All recipients of funds distributed by the U.S. Department of Housing and Urban Development (HUD) are obligated under the Fair Housing Act not to discriminate in housing directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, or disability. The City of Binghamton is a recipient of HUD fund and as such it is seeking a qualified firm to develop an "analysis of impediments to fair housing choice" (AI) as required by HUD

II. Regulatory Basis

The Department of Housing and Urban Development requires that recipients of HUD funds conduct an analysis of impediments (AI) to fair housing choice. The regulatory basis for the AI is found in the Code of Federal Regulations (CFR):

Affirmatively further fair housing. Each jurisdiction is required to submit a certification that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard. 24 CFR 91.225(a)1 (HUD Consolidated Plan Certifications)

HUD's Fair Housing Planning Guide provides additional clarity as to HUD's expectations for the AI. Those submitting qualified proposals are advised to be familiar with this document. A PDF of the Guide can be viewed here:

<http://www.hud.gov/offices/fheo/images/fhpg.pdf>

The following is an excerpt from the Fair Housing Planning Guide:

Definition of Affirmatively Furthering Fair Housing

The extent of the AFFH obligation has never been defined statutorily. However, HUD defines it as requiring a grantee to:

1. Conduct an analysis to identify impediments to fair housing choice within the jurisdiction
2. Take appropriate actions to overcome the effects of any impediments identified through the analysis
3. Maintain records reflecting the analysis and actions taken in this regard HUD interprets those broad objectives to mean:
 - Analyze and eliminate housing discrimination in the jurisdiction
 - Promote fair housing choice for all persons
 - Provide opportunities for inclusive patterns of housing occupancy regardless of race, color, religion, sex, familial status, disability and national origin

- Promote housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act.

III. Elements of the Analysis of Impediments (AI)

There are three elements that must be included in the AI: (1) data analysis, (2) conclusions based on the analysis, and (3) a Fair Housing Plan recommending a course of action on how to address any identified impediments to fair housing choice for each jurisdiction. The AI must include an Executive Summary written for the general public, so that interested persons can understand the data sources, the conclusions, and the Fair Housing Plan for each of the partnering jurisdictions without needing to possess technical knowledge of legislation or “HUD-speak.” One additional component of the AI plan will be a Section 504 Self-Evaluation/Needs Assessment and Transition Plan that evaluates the city’s own policies, procedures, and facilities as well as agencies contracted with the city that utilize federal funding to determine any improvements, if necessary, to bring the city in compliance with Section 504 of the Rehabilitation Act of 1973.

1. Data Analysis

The selected firm must assemble and analyze information gathered from two types of sources: from databases and from public and stakeholder meetings.

Databases

The most current available data must be used for the analysis. Data sources include but are not limited to: US Census, HUD Section 8 voucher distribution data, etc. The analysis should be organized as follows:

1. A comprehensive review of all the jurisdictions’ laws, regulations, and administrative policies, procedures, and practices;
2. An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
3. An assessment of conditions, both public and private, affecting fair housing choice for all protected classes (race, color, religion, sex, disability, familial status, ADA, or national origin); and
4. An assessment of the availability and distribution of affordable, accessible housing in a range of unit sizes.

Public and Stakeholder Meetings

Meetings with the general public and smaller group meetings with identified stakeholders will provide an important source of information in developing the AI. **Examples** of the types of meetings to be conducted include, but are not limited to:

1. A specified number of well-publicized public meetings within the City
2. A meeting or meetings with bankers and mortgage lenders/brokers
3. A meeting with representatives of local Non-Profit Community Development Housing Organizations and service providers
4. A meeting with the local Board of Realtors or a comparable Realtor organization
5. Other meetings, yet to be determined.

2. Conclusions

The selected firm must present conclusions based on the data gathered. This section must, at a minimum, adhere to the following:

- Conclusions must be supported by data. Data includes input gathered from public and stakeholder meetings.
- Data sources must be adequately identified.
- HUD definitions must be used for “affordable,” “low-income,” “moderate-income,” and “extremely low-income,” etc.
- The conclusions must be sensitive to city, town, and county-wide development patterns and trends, economic trends, funding sources, etc. National multipliers, assumptions, trends, etc. will not be accepted as the primary analytical tools when local versions are available or can be developed.

3. Fair Housing Plan

An Affirmatively Furthering Fair Housing Plan for the City of Binghamton must be developed to provide recommendations for a corrective course of action for impediments found during the analysis phase and described in the Conclusions. The selected firm will be expected to provide policy recommendations on how best to serve the housing needs of low- and moderate-income residents of each jurisdiction through various other innovative ways, including changes in legislative language, investments, regulatory incentives and ordinances to assure a diverse mix of housing.

Recommended strategies must fit local and state conditions and statutes, not precluding recommendations to amend local and/or state statutes, policies, organizational structure, private sector practices, etc. Research methodology will be reviewed by funding organizations’ staffs for reasonableness.

The Affirmatively Furthering Fair Housing Proposed Rule of July 19, 2013

While this request is for an Analysis of Impediments under current HUD regulations, the partnering jurisdictions expect the AI to incorporate as much of the Proposed Rule of July 19, 2013 (vision and intent) as practical. The proposed rule can be viewed here:

<http://www.gpo.gov/fdsys/pkg/FR-2013-07-19/pdf/2013-16751.pdf>

In addition the partnering jurisdictions expect the AI will be constructed using data not only from sources identified in the current AI regulations but also use the data provided through the HUD geospatial data tool that is currently available as part of the Proposed Rule. HUD’s geospatial tool can be viewed here:

http://www.huduser.org/portal/affht_pt.html

IV. Qualifications Sought

The selected proposal must demonstrate that the primary persons possess the necessary qualifications to conduct the data analysis, draw conclusions from the analysis, and develop a Fair Housing Plan for the participating jurisdiction. The selected firm must be able to deliver an Analysis of Impediments, as described in this RFP, by **Monday, July 1, 2015**.

Submittals should be concise and to the point. A responsive submittal will include the following:

Narrative, resumes, attachments, links

- a. Name and contact information of the firm
- b. Legal structure of the firm, i.e. nonprofit, LLC, corporation, etc.
- c. Name, contact information, and resume of the principle person(s) involved and their role
- d. Briefly describe the experience of each person with analyzing housing markets, land use policies, real estate and lending practices in jurisdictions of similar size and demographics to Binghamton and for Housing Authorities. Provide examples of the work.
- e. Briefly describe the experience of each person in developing AI studies, policy guidelines, new programs, statutes, revenue sources, regulatory incentives, etc. in support of affordable housing development.
- f. Provide examples of Analysis of Impediments done by the person(s) above for municipalities, counties, and housing authorities.
- g. Briefly demonstrate that the firm / principle person(s) have knowledge of how other communities address their housing needs, particularly innovative approaches in programs, policies, financing, and ordinances.
- h. Explain the firm's expectations of city/county/housing authority staff assistance in developing the AI, including conducting meetings.
- i. Provide a timeline with milestones indicated leading to the delivery date of the completed AI for the participating jurisdiction.

Cost estimates

- a. Attach a budget, breaking costs out for conducting meetings, the data analysis, drawing conclusions, and developing fair housing plans for the partnering jurisdiction.
- b. Indicate the number of meetings included in the costs above.
- c. Any or all other costs (itemized) necessary for the completion of a detailed AI report.

V. Submitting Proposals

Three hard copies of complete submittals on 8.5 x 11 paper and one digital copy must be delivered by 5:00 pm on March 20, 2015 to:

Attn: Dr. Juliet Berling, Director PHCD

City of Binghamton Housing Department – Fourth Floor

38 Hawley Street

Binghamton, NY 13901

PH: 607-772-7028

Email: jmberling@cityofbinghamton.com

Questions regarding this RFP should be directed to: Steven R. Quinn, Housing Department at 607-772-7240 or srquinn@cityofbinghamton.com

The City of Binghamton reserves the right to change this process, and the timing of any step, based on their needs and on the responses to this RFP. The City of Binghamton reserves the right to reject any or all responses to this RFP. The City of Binghamton is an equal opportunity employer. Minority- and female-owned firms and individuals are encouraged to respond.

Selection Committee

RFP: Analysis of Impediments to Fair Housing Choice

Due Date: March 20, 2015

Committee Meeting Date: March 31, 2015

Proposals Received

Agency	Location	Proposed Budget
CNY Fair Housing Inc	Syracuse, NY	\$18,900
Lawyers' Committee for Civil Rights Under Law	Washington, DC	\$15,690
Western Economic Services, LLC	Portland, OR	\$39,535
ASK Development Solutions, Inc.	Southfield, MI	\$18,100

Committee:

Dr. Juliet Berling, Director of PHCD

Robert Murphy, Director of Economic Development

Steven Quinn, Housing Supervisor

Sue Lalley, Housing Case Worker

Stephen Carson, Grants Administrator

Committee Selection: CNY Fair Housing Inc.



Legislative Branch

RL Number:

15-71

Date Submitted:

4/2/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Richard Perkins

Title/Department: Assitant City Engineer / Engineering

Contact Information: rkperkins@cityofbinghamton.com

RL Information

Proposed Title: Enter into an agreement with Keystone Material Testing to provide special inspections for Parking Garage Restoration project.

Suggested Content: This request is to provide for special inspections per the New York State building code. Alterations will be made to structural elements of the parking garages which need special attention while inspecting. Funding is available from budget line H5650.525080.21815

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



March 20, 2015

Mr. Richard K. Perkins, P.E.
Assistant City Engineer
City of Binghamton
38 Hawley Street
Binghamton, NY 13901

RE: Proposal for Special Inspection Services
Collier, Water, and State Street Parking Garages
City of Binghamton
Broome County, New York

Dear Mr. Perkins:

Keystone Material Testing (hereinafter called Testing/Consultant Agency) appreciates the opportunity to submit this proposal to the City of Binghamton (hereinafter called Client) to provide Special Inspection Services for the restoration project of the Collier, Water, and State Street Parking Garages in Binghamton, NY. Our services will include, but are not necessarily limited to sampling, inspection and laboratory testing related to cast in place concrete, precast connections, masonry, structural steel, and waterproofing.

Attached to this proposal is a completed "Schedule of Fees Testing and Inspection Services Exhibit B" sheet from Client's RFP. We have also attached our Hourly Testing Rates and our Schedule A, Standard Terms and Conditions.

Please note that prior to mobilizing to the project site we will need a copy of any drawings that pertain to the material testing portions of this project.

We propose to complete your Scope of Basic Services for an estimated fee of \$8,862.00

Please execute this proposal along with initialing the attached Schedule A and return it to our office acknowledging receipt and acceptance of the terms and conditions of this agreement.

Thank you again for the opportunity to provide Special Inspection Services on the above project.

If you have any questions, please do not hesitate to contact our office.

Very Truly Yours,

KEYSTONE MATERIAL TESTING, LLC

Tyler R. Lozzi, E.I.T.
Engineering Technician

KDE/trl
Enclosure

Offered By:

Kenneth D. Ellsworth

(Signature)

Kenneth D. Ellsworth, P.E.

Managing Member

(Printed Name & Title)

03/20/15

(Date)

Accepted by:

(Signature)

(Printed Name & Title)

(Date)

P:\Proposals\2015\03415 - City of Binghamton Parking Garages\03415.docx

**SCHEDULE OF FEES
TESTING AND INSPECTION SERVICES
Exhibit "B"**

Scope: Concrete, Precast, Grouting, Masonry, Steel, & Waterproofing Testing & Inspections

Description	Cost	Total
Reinforcement Inspection – (15,000 LF estimated) Assume 40 hours	\$ 55.00 /hr.	\$2,200.00
P/T Tendon Inspection – (10 locations estimated) Assume 4 hours	\$ 140.00 /hr.	\$560.00
Concrete Testing: Slump, Air, Temp, Weight, Cylinders – (10 tests each/garage estimated) Assume 30 total	\$ 45.00 /hr.	\$1,350.00
Lab compression testing of concrete cylinders – (10 sets of cylinders/garage estimated) Assume 30 total	\$ 11.00 /cylinder	\$1,320.00
Grout compression testing 2"x2"x2" cubes – (4 sets of cubes/garage estimated) Assume 74 total	\$ 6.00 /cube	\$432.00
Visual Weld Inspections (Steel and/or Precast) – (200LF estimated) Assume 8 hours	\$ 75.00 /hr.	\$600.00
Magnetic Particle Inspection of Welds (Steel and/or Precast) – (100LF estimated) OR Ultrasonic Weld Inspection (Steel and/or Precast) – (100LF estimated) Assume 8 hours	\$ 135.00 /hr.	\$1,080.00
Waterproofing (Sealants) – (1,000 LF estimated) Assume 24 hours	\$ 55.00 /hr.	\$1,320.00
Total	\$ 8,862.00	

STANDARD TERMS AND CONDITIONS

Schedule A

This offer of services, including these terms and conditions and any attachment hereto, contains the complete and final agreement between Keystone Material Testing, LLC dba Keystone Environmental Services (TESTING/CONSULTANT AGENCY) and CLIENT.

GENERAL TERMS & CONDITIONS

Standard Day

If applicable and/or used on the attached Hourly Testing Proposal, a standard day is defined as time on-site during a 4- to 8-hour period and a half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m. The overtime rate applies to time in excess of 8 hours per day or to time outside the hours of 6:00 a.m. to 6:00 p.m.

Right of Entry

The CLIENT shall provide for the TESTING/CONSULTANT AGENCY's right to enter the property owned by the CLIENT and/or others in order for the TESTING/CONSULTANT AGENCY to fulfill the Scope of Services included hereunder. Although the TESTING/CONSULTANT AGENCY will exercise reasonable care in performing its services, the CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the TESTING/CONSULTANT AGENCY, its officers, directors, employees, and professional associates (collectively, TESTING/CONSULTANT AGENCY) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Health and Safety

The OWNER, or CLIENT, as the OWNER's Representative, is responsible for providing safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail. In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to TESTING/CONSULTANT AGENCY safety requirements while within the exclusion zone work area established by the TESTING/CONSULTANT AGENCY.

Ownership and Reuse of Documents

All data compilation, reports, photographs, and/or drawings produced by Consultant as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or TESTING/CONSULTANT AGENCY, without the prior written consent of the other party. CLIENT agrees to compensate TESTING/CONSULTANT AGENCY, in accordance with the terms of the agreement, for all documents and other work produced by TESTING/CONSULTANT AGENCY as instruments of service. Failure to compensate TESTING/CONSULTANT AGENCY for services rendered under this AGREEMENT forfeits CLIENT's right to ownership and use of TESTING/CONSULTANT AGENCY's instruments of service for any purpose. TESTING/CONSULTANT AGENCY will retain all pertinent records relating to the services performed in accordance with TESTING/CONSULTANT AGENCY's record retention policy.

The records will be made available to CLIENT at all reasonable times upon request and for the cost of retrieval and reproduction.

Standard of Care

Services provided by TESTING/CONSULTANT AGENCY under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality. In accepting reports of observations, tests, photographs, and opinions provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of TESTING/CONSULTANT AGENCY's obligation with respect thereto is limited to furnishing of such data, which shall not be solely used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the project plans and specifications.

PAYMENT AND TERMINATION

Payment Due

Invoices shall be submitted by the TESTING/CONSULTANT AGENCY are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date.

Interest

If payment in full is not received by the TESTING/CONSULTANT AGENCY within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs

If the CLIENT fails to make payments when due and the TESTING/CONSULTANT AGENCY incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the TESTING/CONSULTANT AGENCY. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable TESTING/CONSULTANT AGENCY staff costs at standard billing rates for the TESTING/CONSULTANT AGENCY's time spent in efforts to collect. This obligation of the CLIENT to pay the TESTING/CONSULTANT AGENCY's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Suspension of Services

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the TESTING/CONSULTANT AGENCY may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. The TESTING/CONSULTANT AGENCY shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT,

Client Initials: _____

Suspension of Services Continued

the TESTING/CONSULTANT AGENCY shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the TESTING/CONSULTANT AGENCY to resume performance.

Termination of Services

This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

This Agreement may be terminated by the CLIENT upon not less than seven (7) days' written notice to the TESTING/CONSULTANT AGENCY for the CLIENT's convenience and without cause.

If the CLIENT fails to make payment to the TESTING/CONSULTANT AGENCY in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the TESTING/CONSULTANT AGENCY.

Set-offs, Backcharges, Discounts

Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT, unless agreed to in writing by the TESTING/CONSULTANT AGENCY. Payment to the TESTING/CONSULTANT AGENCY for the services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Satisfaction with Services

Payment of any invoice by the CLIENT to the TESTING/CONSULTANT AGENCY shall be taken to mean that the CLIENT is satisfied with the TESTING/CONSULTANT AGENCY's services to the date of payment and is not aware of any deficiencies in those services.

Disputed Invoices

If the CLIENT objects to any portion of an invoice, the CLIENT shall so notify the TESTING/CONSULTANT AGENCY in writing within seven (7) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved by means which the TESTING/CONSULTANT AGENCY deems appropriate. If such matter relates to or is the subject of a lien arising out of the TESTING/CONSULTANT AGENCY's services, the TESTING/CONSULTANT AGENCY may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the TESTING/CONSULTANT AGENCY's favor and shall be calculated on the unpaid balance from the due date of the invoice.

ALLOCATION OF RISK

Limitation of TESTING/CONSULTANT AGENCY's Liability

To the fullest extent permitted by law, total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes included but not limited to TESTING/CONSULTANT AGENCY's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total reimbursement received by TESTING/CONSULTANT AGENCY from CLIENT on this Project of five thousand dollars (\$5,000), whichever is less.

TESTING/CONSULTANT AGENCY will be responsible only for the instruments of service furnished by it, but shall not be responsible for the interpretation and/or misuse by others of the information developed. CLIENT agrees to indemnify and hold TESTING/CONSULTANT AGENCY harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by TESTING/CONSULTANT AGENCY.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the TESTING/CONSULTANT AGENCY, their respective officers, directors, partners, employees, contractors, or professional associates shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause or action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the CLIENT and the TESTING/CONSULTANT AGENCY shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the TESTING/CONSULTANT AGENCY. The TESTING/CONSULTANT AGENCY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the TESTING/CONSULTANT AGENCY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and the TESTING/CONSULTANT AGENCY agree to require a similar provision in all contracts with contractors, subcontractors, professional associates, vendors, and other entities involved in this Project to carry out intent of this provision.

Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, copies of the project plans and specifications prior to project initiation. The TESTING/CONSULTANT AGENCY may use the above information in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Client Initials: _____



HOURLY TESTING RATES

Project Name: City of Binghamton Parking Garage Restoration Project No. P03415
 Client: City of Binghamton Date: 3/20/15

SERVICE	UNIT FEE
FIELD TESTING:	
TECHNICAL PERSONNEL	
Soil Technician - (In-Place Density Testing and Inspection) •Includes: Sub-grade acceptance tests and in-place density tests of fill and/or backfill. Meets the requirements of ASTM D75, D2922, D3017, and D6938.	\$ 45.00/Hour, Plus Nuclear Density Gauge \$ 67.50/Hour O.T.
Concrete Technician - (On-Site Placement and Inspection) •Includes (in accordance with ACI 318): measurement of slump, air content and unit weight on each truck placed; molding of cylinders as required; and visual inspection of reinforcement. Meets the requirements of ASTM C31, C143, C172, and C231.	\$ 45.00/Hour \$ 67.50/Hour O.T.
Reinforcing Steel Technician - (Inspection) •Includes: verify bar sizes, number of bars, placement of bars, layout of bars, clearances, etc.	\$ 70.00/Hour \$ 105.00/Hour O.T.
Structural Steel Technician - (Inspection) •Includes: checks for bolt tension, column plumbness, visual inspection of welds and bearing plates, tests of shear studs, etc.	\$ 100.00/\$125.00 Hour \$ 150.00/\$187.50. Hour O.T.
Masonry Technician - (Testing and Inspection) •Includes (in accordance with ACE 530.1): checking "plumb and straightness"; molding of grout prisms, mortar cylinders and cubes; checking reinforcement, and observation of grouting procedures.	\$ 45.00/Hour \$ 67.50/Hour O.T.
Asphalt Technician - (Testing and Inspection) •Includes: monitoring of temperature and density during placement; coring for thickness and density verification.	\$ 50.00/Hour \$ 75.00/Hour O.T.
Engineering Technician	\$ 70.00/Hour
Environmental Technician: OSHA Certified	\$ 75.00-\$110.00/Hour
Professional Engineer: (Range, if Requested)	\$ 120.00-\$140.00 Hour
LABORATORY TESTING:	
Concrete: ASTM C39: Compressive Strength Test/Hold Cylinders Cylinders fabricated by KMT /Cylinders fabricated by others ASTM C109: Mortar Cubes ASTM C1019: Grout & Observation	\$ 13.00/Cylinder/\$ 15.00/Cylinder \$ 30.00/Set of 3 \$ 45.00/Set of 4

SERVICE (con't)	UNIT FEE (con't)
LABORATORY TESTING (con't):	
Soil:	
ASTM C117: Material Finer than 75 µm (No. 200 Sieve) in Mineral Aggregates by Washing	\$ 30.00/Each
ASTM C136: Sieve Analysis of Fine and Coarse Aggregates	\$ 55.00/Each
ASTM D4318: Atterberg Limits	\$ 85.00/Each
ASTM D422: Particle Size Analysis with Hydrometer	\$ 110.00/Each
ASTM D698: Standard Proctor Test	\$ 120.00/Each
ASTM D1557: Modified Proctor Test	\$ 140.00/Each
ADDITIONAL & MISCELLANEOUS SERVICES	
Overtime and Saturday rates will be charged at 1.5 times the hourly rate.	
Administrative/Secretarial Fee	\$ 25.00/Hour
Nuclear Density Gauge	\$ 15.00/Hour
Photocopies (8-1/2 x 11)	\$ 0.15/Each
Postage: Regular Mail, FedEx, etc.	Standard Rates
Travel (mileage)	\$ 0.60/Mile (portal to portal) 10 mile radius from Binghamton: \$25.00 each pick up
Cylinder Pickup (when no other work is being performed)	Over 10 miles: \$ 0.60/Mile + \$25.00/hr (portal to portal)

GENERAL TERMS AND CONDITIONS:

- A one-day advance notice will be provided to schedule services on site.
- We will hold cylinders to be discarded when the compressive strength exceeds the minimum specified value, unless otherwise instructed.
- Cancellation of scheduled services must be received prior to personnel departure for the project site, or a minimum charge in accordance with the Unit Fee Schedule will be applicable.



Legislative Branch

RL Number:
15-72
Date Submitted:
4/2/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Richard Perkins
Title/Department: Assistant City Engineer / Engineering
Contact Information: rkperkins@cityofbinghamton.com

RL Information

Proposed Title: Enter into a Supplemental Agreement #2 for Shumaker Engineers to provide construction inspection services for PIN 9009.24 Chenango Trails Connection Project.

Suggested Content: This supplemental agreement for \$88,676 is to be provide construction inspection services for this federally funded project. Funding is available in H7110.525047.40914
Federal reimbursement for this project is 74% and NYS DOS EPF Grant is providing reimbursement at 50%

Additional Information

Does this RL concern grant funding? Yes ☒ No ☐
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒
Is additional information related to the RL attached? Yes ☒ No ☐
Is RL related to previously adopted legislation? Yes ☒ No ☐
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R9-86,R11-61,R14-53

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

April 1, 2015

Mr. Richard Perkins, P.E.
Assistant City Engineer
City of Binghamton
38 Hawley Street, 3rd Floor
Binghamton, NY 13901-3775

Re: PIN 9009.24 – Chenango Trails Connection Project
City of Binghamton, Broome County
Construction Observation Services

Dear Mr. Perkins:

Shumaker Consulting Engineering and Land Surveying, D.P.C. (SCE) is pleased to submit this agreement for the above referenced project. SCE proposes to provide a full-time Resident Engineer for this project.

As per our discussion, this proposal has been developed using the following assumptions:

- Three (3) month construction duration
- Construction in 2015
- One (1) full-time Resident Engineer – Steve Gardels, resume enclosed
- Five (5) – 8 hour work days per week
- Use of APPIA CI software (1 license)
- City/contractor providing field office and furnishings including computer systems
- Sub-contractor for testing services and inspector at batch plants as required
- Other assumptions as noted in the proposal

Please contact this office if you have any comments or questions regarding fees, contract, and/or the scope of services provided. If this is acceptable to you, please execute both copies of the attached contract agreement and return one (1) to this office at your earliest convenience.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, D.P.C.**



Joseph Bayer, P.E.
Senior Managing Engineer

Enclosures

JB/cdc

**Architectural/Engineering
Consultant Agreement-Supplemental Agreement No. 1**

PIN(S) 9009.24 Municipal Contract No. _____

Agreement made this _____ day of _____, _____ by and between

City of Binghamton
(municipal corporation)

having its principal office at 38 Hawley Street Street, in the City of Binghamton (the "Municipality")

and

Shumaker Consulting Engineering & Land Surveying, D.P.C. with its office at
143 Court Street, Binghamton, NY 13901 (the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as US 11/Front Street and Clinton Street Intersection reconstruction (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the _____, _____, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form – This document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding;
- Attachment "B" – Scope Of Services

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Lump Sum Cost Plus Reimbursables

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	<p>A cost plus fixed fee paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p> <ul style="list-style-type: none"> Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<p>A cost plus fixed fee of \$77,076.00</p>	<ul style="list-style-type: none"> The CONSULTANT shall be paid in <u>monthly</u> (fill in period) progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the municipality's representative
ITEM II		<ul style="list-style-type: none"> Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. <ul style="list-style-type: none"> All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$11,600.00. 	
ITEM III	<ul style="list-style-type: none"> Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality. 	<p>Salvage value.</p>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Municipality, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

- 5.1 Payment to the Consultant is subject to the audit of direct non-salary costs. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- 5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.
- I. Records of Direct Non-Salary Costs;
- i. Copies of any subcontracts relating to said contract;
 - ii. Location where records may be examined; and
 - iii. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6 FINAL PAYMENT

- 6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.
- 6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

- 7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the municipality of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.

- 7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.
- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8 CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Municipality from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as many legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement of law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least One Million dollars (\$1,000,000.00) each.

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide. It being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. For convenience of the Municipality – if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. For cause – if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Municipality, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18 TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be found by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard Disclosure Form to Report Lobbying," in accordance with its instructions.

This certificate is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.W. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50,000 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS) the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. An existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. Ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the initiative to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Municipality's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 **Executory Contract.** This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Municipality beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Municipality Contract # _____

Municipality: City of Binghamton

By: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On this _____ day of _____, 20____ before me, the subscriber, personally appeared to be known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, corporation described in which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

Notary Public, _____ County, N.Y.

Consultant: Shumaker Consulting Engineering and Land Surveying, D.P.C.

By: Jim Bay

Date: 4/1/15

STATE OF NEW YORK

COUNTY OF BROOME

On this 1st day of APRIL, 2015 before me, the subscriber, personally appeared to be known, who, being by me duly sworn, did depose and say; that he/she resides in the FOREST LAKE PA, New York; that he/she is the SR. MANAGING ENGINEER of the SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING D.P.C. corporation described in which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Ann W. Seale

Notary Public, BROOME County, N.Y.

Ann W. Seale
Notary Public-State of New York
No. 019C6225544
Qualified in Broome County
My Commission Expires July 26, 2018

Attachment A

Architectural/Engineering Consultant Agreement Project Description and Funding

PIN: 9009.24

Term of Agreement
Ends: December 31, 2015

BIN:

☒ Main Agreement

☐ Amendment to Agreement [add identifying #]

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals

☐ ROW Acquisition

☒ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: June 1, 2015

Finish Date: December 31, 2015

PROJECT DESCRIPTION:

Provide Construction Observation for the Chenango Trails Connection Project.

Project Location:

City of Binghamton; Broome County; Cheri Lindsey Park to Bevier Street/Chenango Street Intersection.

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT.

\$88,676.00

Attachment B
SCOPE OF SERVICES
Section 9 - Construction Inspection

9.01 Equipment

The Municipality will furnish office space and basic office furnishings, laptop computer with Microsoft products, printer, copy machine, cell-phone, internet service, digital camera and supplies for the Consultant, as part of the contract.

The Consultant will furnish field supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The Consultant must provide, to the satisfaction of the Municipality, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The Consultant must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Engineer

The Municipality will assign a Project Engineer to the contract covered by this agreement. This Project Engineer will be the Municipal's official representative on the contract and the Consultant must report to and be directly responsible to said Project Engineer.

9.04 Ethics

Prior to the start of work, the Consultant will submit to the Municipality a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The Consultant must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The Consultant must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.07 Scope of Services/Performance Requirements

1. Quality

Attachment B
SCOPE OF SERVICES
Section 9 - Construction Inspection

The Consultant will enforce the specifications and identify in a timely manner to the Municipality local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

2. Record Keeping & Payments to the Contractor

1. All records must be kept in accordance with the directions of the Municipality. The Consultant must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
2. Any record plans, engineering data, survey notes or other data provided by the Municipality should be returned to the Municipality at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
3. Unless otherwise modified by this agreement, the Consultant will check, and when acceptable, approve all shop drawings.
4. The Consultant must submit the final estimate of the contract to the Municipality within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the Municipality within five (5) weeks after the date of the acceptance of the contract.

3. Health & Safety/Maintenance and Protection of Traffic

1. The Consultant must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per NYSDOT policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

Attachment B
SCOPE OF SERVICES

Section 9 - Construction Inspection

2. The Consultant is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

4. Monitoring Equal Opportunity/Labor Requirements

The Consultant must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the Municipality's policies.

Attachment B
SCOPE OF SERVICES
Section 10 - Estimating & Technical Assumptions

10.01 Assumptions

The following assumptions have been made for estimating purposes:

Section 9 SCE assumes construction duration of 12 weeks in 2015.

SCE will provide a Resident Engineer (RE) full time for construction observation.

SCE assumes that the contractor will work five (5) eight (8) hour work days per week. SCE will be given additional compensation by the City of Binghamton for all hours worked by the RE beyond 40 hours per week due to the contractor working over 40 hours per week. Compensation will be at 150% of regular hourly rate.

SCE will procure the required independent testing necessary to complete the construction work. Procurement of sub contractors under the LDSA program requires three independent estimates be received and evaluated. SCE has included a budgetary estimate of \$10,000.00 which includes estimated costs for plant technicians, subbase and asphalt compaction testing with nuclear density gauge and concrete testing for air content, slump and concrete cylinders. Field conditions, contractor schedule changes or additional testing may be required and necessitate additional compensation.

Administration/Project Management

1. SCE will attend a final inspection as required by FHWA and NYSDOT. SCE will be responsible for providing minutes of this meeting within 1 week form the date of the meeting.
2. SCE Project Manager shall make visits to the site at intervals appropriate to the various stages of construction, as SCE deems necessary, in order to observe the progress and adherence to the Contract Documents of the contractors work. It is anticipated that the Project Manager will visit the site a minimum of two visits every week for the duration of the construction.
3. Conduct weekly project progress meetings with all interested parties, and coordinate documentation of these meetings.

Construction Observation

1. The City will provide SCE with the following through the construction contract.
 - Field office
 - Complete computer system (laptop computer, printer, paper, software, etc.)
 - Digital camera
 - Office supplies

Attachment B
SCOPE OF SERVICES
Section 10 - Estimating & Technical Assumptions

Other relevant supplies/equipment pertaining to the project
Wireless internet service

One (1) APPIA Software license (license for City can be included for additional compensation) will be included in SCE direct non-salary costs.

Resident Inspection

1. Construction observation services will be provided by a full-time Resident Engineer who will provide technical observation of construction activities, who will also:
 - a. Maintain a project Record in accordance with FHWA and NYSDOT requirements and the Manual of Uniform Record Keeping using APPIA software.
 - b. Complete, review, and verify requests for monthly and final payments for contractors.
 - c. Prepare, compile, and negotiate change order documentation with contractors to present to City of Binghamton.
 - d. SCE will contract with a qualified materials testing firm to conduct required materials testing throughout the project duration.
 - e. SCE will review schedules, guarantees, bonds and certificates of inspection, tests and approvals provided by the contractors.
 - f. Conduct an inspection to determine if the work is acceptable for final acceptance including a punch list.
2. Responsibilities/duties of Construction Observation Staff

In general, the on-site staff is responsible for monitoring construction activity on the project and documenting their observations in a formal project record. The formal project record for this project will be the web based APPIA software to include:

- a. Daily Diary
- b. Daily Reports
- c. Material Acceptance Reports
- d. Certifications and Testing records compilations
- e. Review sub-contractor approval forms
- f. Monitor work days charged
- g. Conduct project meetings
- h. Field measure quantities
- i. Preparation of contractor monthly payment requests
- j. Record deviations from the contract plans for preparation of record Drawings
- k. Preparation and review of Change Orders/Force Account Work
- l. Coordination between contractors operations and property owners adjacent to the project limits.

Exhibit A, Page 1
Salary Schedule

SHUMAKER CONSULTING ENGINEERING & LAND
Project Name - Chenango River Trail Con
County of Broome

JOB TITLE	ASCE (A) OR NICET (N)		AVERAGE HOURLY RATES	
	GRADE		Current January	Projected June
			2015	2015

Senior Managing Engineer	VIII	(A)	\$64.62	\$66.56
Construction Manager	VII	(A)	\$54.00	\$55.62
Resident Engineer	IV	(A)	\$40.75	\$41.97
Resident Engineer Overtime	IV	(A)	\$40.75	\$41.97
Sr. Inspector	III	(N)	\$38.88	\$40.05
Sr. Inspector Overtime	III	(N)	\$38.88	\$40.05
Inspector	II	(N)	\$32.50	\$33.48
Inspector Overtime	II	(N)	\$32.50	\$33.48
Jr. Inspector	I	(N)	\$25.08	\$25.83
Jr. Inspector Overtime	I	(N)	\$25.08	\$25.83

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50
Overtime applies to hours worked in excess of the normal
working hours of 40 hours per week

NOTES:

Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50
Overtime applies to hours worked in excess of the normal
working hours of 40 hours per week

JOB TITLE	AGE (A) OR RATER (A)	Project Start/Stop	Comm. Observation on	Project Closeout	Record Drawings											TOTAL DIRECT TECHNICAL	PROJECTED HOURLY	TOTAL DIRECT TECHNICAL	TOTAL DIRECT TECHNICAL	STRAIGHT TIME POLICE (\$)
Senior Mapping Engineer	VIII (A)			4	4											9	\$66.15		\$632.46	
Construction Manager	VII (A)	16		16	16											32	\$55.62		\$1,779.84	
Resident Engineer	IV (A)	40	500	80	80											624	\$41.97		\$26,189.28	
Assistant Engineer Overseas	IV (A)															-	\$41.97		\$0.00	
St. Inspector	III (A)															-	\$40.05	\$0.00	\$0.00	
St. Inspector Overseas	III (A)															-	\$23.48	\$0.00	\$0.00	
Inspector	II (A)															-	\$33.48	\$0.00	\$0.00	
Inspector Overseas	II (A)															16	\$25.83	\$0.00	\$413.28	
St. Inspector	I (A)															-	\$25.83	\$0.00	\$0.00	
St. Inspector Overseas	I (A)															-	\$25.83	\$0.00	\$0.00	
TOTAL		56	500	140	24											660	\$484.44	\$0.00	\$28,534.88	

SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.
Project Name - Chenango River Trail Construction Observation
County of Broome

Page 79 of 99

Exhibit C
Summary

SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.
Project Name - Chenango River Trail Construction Observation
County of Broome

Item IA, Direct Technical
Salaries (estimated)
subject to audit \$ 28,914.88

Item IA times 2.6656 Multiplier = \$ 77,075.50

Item IB, Direct Technical
Salaries, Premium Portion
of Overtime (estimated)
subject to audit \$ -

Item II, Direct Non-
Salary Cost (estimated)
subject to audit \$ -

Item II Direct Non-
Salary Cost (estimated)
subject to audit
(Subcontractor/Subconsultant Cost) \$ 11,600.00

Total Estimated Cost \$ 88,675.50
=====



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Richard Perkins

Title/Department: Assitant City Engineer / Engineering

Contact Information: rkperkins@cityofbinghamton.com

RL Information

Proposed Title: Amendment to existing agreement with Delta Engineers on the Front Street

Reconstruction project at Norfolk Southern Railroad, PIN 9752.74, for a time extension to June 30, 2015.

Suggested Content: This request for a time extension to June 30, 2015 is for continued construction support and is a no cost increase time extension.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R14-63

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

March 30, 2015

City of Binghamton Department of Engineering
Government Plaza
38 Hawley Street, 3rd Floor
Binghamton, NY 13901-3776

Attn: Gary Holmes, PE, Acting City Engineer

Re: PIN 9752.74
Front Street Reconstruction at the Norfolk-Southern Railroad
Supplemental Agreement No. 7
Delta Project #2004.070.001

Dear Mr. Holmes:

This supplemental agreement modifies the original agreement approved by City of Binghamton on March 9, 2005 and modified on February 27, 2008 (supplements 1 & 2), January 29, 2010 (supplement 3), December 30, 2011 (supplement 4), June 17, 2013 (supplement 5), and October 16, 2014 (supplement 6) for the reference project as follows:

The current agreement ends on March 31, 2015. This no-cost supplemental extends the agreement to June 30, 2015, per guidance provided by Rich Perkins via email on 2015-03-23.

Please sign a copy of this letter and return it to us for our files.

Signed: _____ Date: _____
Gary Holmes, Acting City Engineer

Respectfully,

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, P.C.

Joseph J. Mieczkowski

Joseph J. Mieczkowski, P.E.
Director of Transportation Services



Legislative Branch

RL Number:

15-74

Date Submitted:

4/8/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Acting City Engineer - Engineering Dept.

Contact Information: grholmes@cityofbinghamton.com 772-7021

RL Information

Proposed Title: A Resolution Allowing the Mayor to Enter Into an Agreement with Griffiths

Engineering to Provide Construction Management During the Construction Phase of the Terminal

Pumping Station (TPS) at the BJCJSTP

Suggested Content: An Agreement with Griffiths Engineering to provide Construction Management

during the construction phase of the Terminal Pumping Station (TPS) at the BJCJSTP. This agreement

is NTE \$250,000.00 and funding is available in HX8150.500100.J1FF.

Additional Information

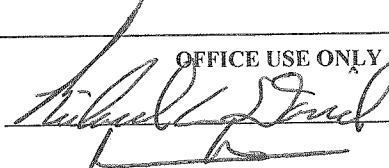


Does this RL concern grant funding? Yes ☐ No ☒

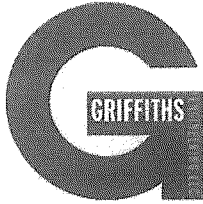
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



13 S. Washington Street, Suite 1
Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436
Web: www.griffithsengineering.com

March 31, 2015

Mr. Gary Holmes, PE
Director of Public Works
City of Binghamton
City Hall, 38 Hawley Street
Binghamton, NY 13901

Re: Binghamton-Johnson City Joint Sewage Treatment Plant
Terminal Pump Station – Construction Phase Services

Dear Mr. Holmes:

Griffiths Engineering, LLC (GE) and its project team has recently completed the design portion of contracted services at the Terminal Pump Station (TPS) located on Gates Road in the Town of Vestal. This work was originally under the overall flood mitigation project and was later subdivided from the main flood mitigation project and prepared to bid as a stand-alone project.

The project is presently out to bid, with a Pre-Bid meeting held on March 27, 2015 and facilitated by the Griffiths Team. Bids are due April 8th and it is expected numerous requests for information will be required during this process for the multi-prime project. As of now we are in receipt of over 25 prebid RFIs that we are responding to.

The City as Lead Agency for the Plant has requested Construction Phase Services be provided by the design team for work in bidding assistance (currently underway), response to contractor questions and requests for information (on-going), preparation and processing of Addendums, services during bid opening as well as recommendations of award. Additionally the Construction Management team for the Project which include the Plant and their consultant Ramtech have requested continued services during construction for the duration of the construction contract. These services include review of submittals and shop drawings, processing change requests, regular meeting attendance at bi-weekly project meetings, in addition to preconstruction and final inspection conferences.

With the bulk of design services for this portion of the overall flood mitigation project being designed by the Project MBE sub-consultant Savin Engineers, it is expected that Savin will be required to be the lead subject matter expert, and team member that will provide the majority of these construction phase services.

Griffiths Engineering has facilitated the Pre-Bid meeting, is collecting, tracking, and providing responses to Requests for Information with the assistance of Savin and will remain as the Prime

Consultant on the project, and will continue to be the Prime. Overall project management, all billing, and invoicing will be performed by Griffiths Engineering.

Griffiths Engineering and their team will provide these services as requested by the City of Binghamton (Lead Agency) on a Not-To-Exceed Basis based on an estimate of hours, and the length of the project schedule based on established hourly rates.

Compensation:

The estimate of hours is based upon the project schedule and an estimated thirty (30) regular project meeting over the life of the project. Efforts is expected to include the project meeting, observation of work under construction, and all related travel expenses.

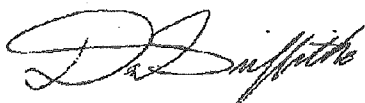
TPS - Construction Administration Services:	\$ 250,000	Not To Exceed
(Includes MBE Participation by Savin in the Amount of \$ 194,266)		

The above fees include all sub-consultant activity. The project will be billed based upon actual work performed and billed to the project in accordance with Griffiths' and Savin's Hourly Rate Schedule. All billings will include detailed descriptions for actual work performed on a daily basis. Mileage and expenses are included in the not to exceed fees and will be billed in accordance with the Rate Schedule.

Griffiths Engineering will not exceed this estimate without written approval from the City of Binghamton.

We thank you for this opportunity of providing professional services in connection with this project. Should you have any questions concerning our proposal or our intended course of action, please don't hesitate to contact me.

Very truly yours,



Daniel Griffiths, P.E.

Form of Agreement

"If you are in agreement with the aforementioned scope and fee, please sign this proposal and return one copy to our office as an indication of your acceptance of this proposal and authorization to Griffiths Engineering to proceed with this project at the stated fee. All terms and conditions of this proposal are per "Standard Form of Agreement Between Owner and Engineer for Professional Services "" EJCDC E500 (latest edition) (Prepared by Engineers Joint Contract Documents Committee, issued and published by American Consulting Engineers Council, National Society of Professional Engineers, and American Society of Civil Engineers)."

Please acknowledge acceptance of this proposal by signing one (1) copy and returning it to our office.

Authorized by the City Of Binghamton

(Signed by Duly Authorized Party)

(Date)

(Print Name)

GRIFFITHS ENGINEERING – HOURLY RATE SCHEDULE
CONSTRUCTION PHASE SERVICES THROUGH 2016

TITLE	HOURLY BILLING RATE
Principal	\$135/hour
Stormwater Specialist	\$125/hour
Project Engineer/Structural Engineer	\$110/hour
Licensed Landscape Architect/Designer	\$100/hour
Engineer	\$95/hour
Junior Engineer	\$90/hour
Construction Observation	\$85/hour
Administrative Assistant/Secretarial	\$50/hour
Sub-consultants	Fee plus 10%

Rates subject to change January 1, 2017

REIMBURSABLE SCHEDULE

Digital Bond 1 copy of each drawing \$0.70/sf
All reproductions will be done by Dataflow in Binghamton NY. Fee plus 10%

Mileage: \$ 0.575 (57.5 cents)/ per mile

Automobile Rental, Equipment Rentals, Express Mail, Courier Services, Parking, Lodging,
Meals, Fax Transmissions, Long Distance Calls, Tolls. Fee plus 10%

BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT
 TERMINAL PUMPING STATION FLOOD IMPROVEMENTS
 PROJECT NO. 2015-20

SAVIN ENGINEERS

Design Services During Construction
 Fee Summary

Task	Project Director	Project Manager	Senior Engineer	Engineer	CADD	Technician	Total Hours	Fee
	\$ 205.00	\$ 184.00	\$ 149.00	\$ 110.00	\$ 121.00	\$ 88.00		
1 Bidding	16	16	24	32	24	16	128	\$ 17,632.00
2 Progress Meetings	8	16	300	0	0	60	384	\$ 54,564.00
3 Shop Drawing Review	12	24	222	464	0	80	802	\$ 98,034.00
4 RFI/RFC Review	24	48	80	120	40	40	352	\$ 47,232.00
5 Change Orders	8	24	32	48	80	40	232	\$ 29,304.00
Total Labor Hours	68	128	658	664	144	236	1,898	-
Total Fee	\$ 13,940.00	\$ 23,552.00	\$ 98,042.00	\$ 73,040.00	\$ 17,424.00	\$ 20,768.00	-	\$ 246,766.00
Direct Costs (Printing, Mileage, Tolls, Etc.)								
SUBTOTAL				-				\$ 7,500.00
Less Original DSDC Budget				-				\$ 254,266.00
TOTAL				-				\$ (60,000.00)
				-				\$ 194,266.00

Assumptions

- Task 1 - Progress Meetings - Assumes attendance at 30 bi-weekly meetings
- Task 3 - RFI Review - Assumes a total of 45 RFI's for review



Legislative Branch

RL Number:

15-75

Date Submitted:

4/2/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Acting City Engineer - Engineering Dept.

Contact Information: grholmes@cityofbinghamton.com 772-7021

RL Information

Proposed Title: A Resolution Allowing the Mayor to Enter Into an Agreement with Griffiths

Engineering to Provide Floodwall Project Specific Oversight During the Construction Phase Through

2016 at the BJCJSTP

Suggested Content: An Agreement with Griffiths Engineering to provide Floodwall specific oversight

of the construction phase through 2016, at the BJCJSTP. This agreement is NTE \$402,072.00 and

funding is available in HX8150.500100.J1FF.

Additional Information

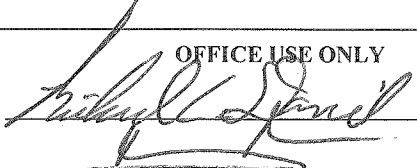

Does this RL concern grant funding? Yes ☐ No ☒

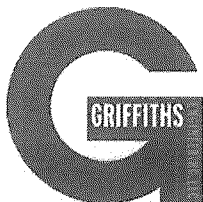
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



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March 31, 2015

Mr. Gary Holmes, PE
Director of Public Works
City of Binghamton
City Hall, 38 Hawley Street
Binghamton, NY 13901

Re: Binghamton-Johnson City Joint Sewage Treatment Plant
Floodwall – Construction Phase Services through 2016.

Dear Mr. Holmes:

Griffiths Engineering, LLC (GE) and its project team is nearing completion on final coordination of our floodwall design. Contingent upon receiving final environmental and funding agency approvals, the City and Board would like to begin construction in the fall of this year. It is understood that a Construction Manager is being retained and will provide daily construction administration duties related to the BAF rebuild, the floodwall and other projects at the facility. Griffiths has been requested to provide floodwall project specific oversight during construction to assure continuity with the design intent of the flood protection system. This effort will require a daily presence on the project site and coordinated effort with the Construction Manager. GE intends to provide the Engineer of Record Construction Phase Services as described below. *Construction inspection on behalf of the owner will be performed by the Construction Manager.* For the purpose of this proposal estimated services to the project based on the rates valid through 2016 include a period from September 2015 through the end of 2016 (70 weeks).

We anticipate up to 40 hours per week for on full time project representative for the 70 week period from September 2015 through December 31, 2016. If services are requested on outside of the normal Monday through Friday work week (Holidays, Saturdays, etc.) and GE on site staff will be required to work in excess of 40 hours, the additional hours and potentially overtime premium may exhaust allotted funds prematurely. All time over 40 hours will require approval from City.

It is anticipated that services during bidding and preconstruction will be needed including pre-bid and pre-construction meetings, responses to requests for information, and review of submittals and shop drawings. We anticipate this effort to require approximately 100 hours of senior level engineering support. To support the onsite project representative we anticipate approximately 10 hours per week from a senior level design engineer over the 70 week project to respond to requests for information during design, approve field changes, and to attend bi-weekly project meetings.

At times it may be necessary to include our sub-consultant, Savin Engineers, in meetings (assumed 10 meetings) and design issues during construction for issues related to their work in the design of the internal stormwater drainage pumping, process flow handling, and related work. We anticipate this to be limited, however we are including their efforts in our NTE fee.

Savin will also continue to provide coordination, design changes, and services under this contract as related to the BAF project, pump station relocations, and changes to interior drainage. This work includes coordination with GHD and Griffiths.

Savin is also the project MBE firm and all work performed by Savin will contribute towards the DBE/MBE goals for the project as required by the funding agencies.

Compensation:

2,800 hours at \$85/hr	\$ 238,000	
800 hours at \$110/hr	\$ 88,000	
Savin Engineers	\$ 64,612	Subject to 10%
Savin (10%)	\$ 6,460	Sub Markup
<u>Estimated Reimbursable Expenses</u>	<u>\$ 5,000</u>	
Total Estimated Effort	\$ 402,072	Not To Exceed

It is understood that only actual hours worked as described in detail on time logs will be billed to the this Not To Exceed fee. If the project continues beyond this schedule or if billings are approaching exhaustion of the NTE amount the City will be notified in as soon as possible so that additional scope and funds can be negotiated.

Griffiths Engineering and their team will provide these services as requested by the City of Binghamton on a Not-To-Exceed Basis based on an estimate of hours, and the length of the project schedule based on established hourly rates.

The above fees include all sub consultant activity. The project will be billed based upon actual work performed and billed to the project in accordance with Griffiths' and Savin's Hourly Rate Schedule. All billings will include detailed descriptions for actual work performed on a daily basis. Mileage and expenses are included in the not to exceed fees and will be billed in accordance with the Rate Schedule.

Griffiths Engineering will not exceed this estimate without written approval from the City of Binghamton.

We thank you for this opportunity of providing professional services in connection with this project. Should you have any questions concerning our proposal or our intended course of action, please don't hesitate to contact me.

Very truly yours,



Daniel Griffiths, P.E.

Form of Agreement

"If you are in agreement with the aforementioned scope and fee, please sign this proposal and return one copy to our office as an indication of your acceptance of this proposal and authorization to Griffiths Engineering to proceed with this project at the stated fee. All terms and conditions of this proposal are per "Standard Form of Agreement Between Owner and Engineer for Professional Services "" EJCDC E500 (latest edition) (Prepared by Engineers Joint Contract Documents Committee, issued and published by American Consulting Engineers Council, National Society of Professional Engineers, and American Society of Civil Engineers)."

Please acknowledge acceptance of this proposal by signing one (1) copy and returning it to our office.

Authorized by the City Of Binghamton

(Signed by Duly Authorized Party)

(Date)

(Print Name)

GRIFFITHS ENGINEERING – HOURLY RATE SCHEDULE
CONSTRUCTION PHASE SERVICES THROUGH 2016

TITLE	HOURLY BILLING RATE
Principal	\$135/hour
Stormwater Specialist	\$125/hour
Project Engineer/Structural Engineer	\$110/hour
Licensed Landscape Architect/Designer	\$100/hour
Engineer	\$95/hour
Junior Engineer	\$90/hour
Construction Observation	\$85/hour
Administrative Assistant/Secretarial	\$50/hour
Sub-consultants	Fee plus 10%

Rates subject to change January 1, 2017

Construction Observation Hours over 40 may be subject to overtime premium at 1.5 times.

REIMBURSABLE SCHEDULE

Digital Bond 1 copy of each drawing \$0.70/sf

All reproductions will be done by Dataflow in Binghamton NY. Fee plus 10%

Mileage: \$ 0.575 (57.5 cents)/ per mile

Automobile Rental, Equipment Rentals, Express Mail, Courier Services, Parking, Lodging, Meals, Fax Transmissions, Long Distance Calls, Tolls. Fee plus 10%

BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT
BICJSTP - FLOOD WALL

Design Services During Construction

Fee Summary

Task	Project Director	Project Manager	Senior Engineer	Engineer	CADD	Technician		Total Hours	Fee
	\$	\$	\$	\$	\$	\$	\$		
1 Project Meetings and Coordination	40	80	40	0	0	24	88.00	184	\$ 30,952.00
2 Flood Related Coordination with Plant Redesign	16	40	40	80	24	32		232	\$ 31,120.00
Total Labor Hours	56	120	80	80	24	56		416	-
Total Fee	\$ 11,480.00	\$ 22,080.00	\$ 11,520.00	\$ 8,800.00	\$ 2,904.00	\$ 4,928.00		-	\$ 62,112.00
Direct Costs (Printing, Mileage, Tolls, Etc.)				-					\$ 2,500.00
TOTAL				-					\$ 64,612.00

Assumptions

1. Task 1 - Assumes up to 10 meetings and related coordination efforts



Date Submitted:

James R. McCoy

969 Gillen Drive
Binghamton, NY 13903

Phone: 607-760-9318
Fax: 607-723-3030
E-mail: jmccoy005@aol.com

Objective

To obtain a spot on the committee

Education

Union Endicott High School
1971, Associates Degree, Broome Community College
1972, Bachelors Degree in Economics, St. John Fisher College

Awards, Fellowships, Grants

Broome Community College
Presidents List

St. John Fisher College
Graduated Cum Laude

Positions Held

1978-Present

Owner and operator of Number 5 Restaurant in Binghamton, NY

2004-Present

Owner and operator of Lampy's in Endicott, NY

Previously owned and operated Hotel DeVille in Binghamton NY

Previously owned and operated 4 other restaurants

Other Notes

Currently employee 99 people

Committee Experience

Girls and Boys Club of Western Broome County
Southern Tier Independent Restaurants

Family Status

Divorced, four children
Currently engaged to Lisa Aikey

TRAFFIC BOARD MEETING 1004
MINUTES
Planning Conference Room, 4th Floor, City Hall
Thursday, March 12, 2015

Call to Order. Called to order at 10:02 a.m. by Jared Kraham, Executive Assistant to the Mayor.

Traffic Board Member Present: Jared Kraham, Executive Assistant to the Mayor; Bill Berg, Council person; Rich Perkins, Engineering

Traffic Board Members Absent: William Yeager, Assistant Police Chief

Also Present: Gary Holmes, Engineering; Cindy Paddick, BMTS; Dan Correll, retired BPD Officer; Dr. Juliet Berling, Planning; Katherine Davis, Principal Clerk; Joe Mirabito, Merchant; Ann Cianflone, Mirabito; Russell Wark, Mirabito; Tim Bailey, Keystone Associates; Jennifer King, Feinberg Development; Matt Napierala, Napierala Consulting; Jeffrey Feinberg, Feinberg Development; Ben Vanderlinde, Titomado Inc.; Mari Giurastante, COB Planner; Melissa Enoch, COB Planner; Sarah Campbell, Hinman, Howard & Kattell

Approval of Minutes. Request to approve the minutes Traffic Board Meeting 1003, held on Thursday, February 12, 2015.

Moved by B. Berg, seconded by R. Perkins

Motion carried. (Vote 3-0-1)

Ayes: Kraham, Berg, Perkins

Nays: None

Absent: W. Yeager

Items Considered

Back-in Parking on Court Street. Ms. Paddick stated that according to many outside studies, back-in parking is safer than front-end angle parking. Mr. Kraham reported that Mayor David would like to keep this on the agenda until the parking study is completed. **Hold until study is complete.**

Front Street and Main Street Corner. Ms. Leslie Dahlgren posed a safety issue at the corner of Front and Main. There are three lanes approaching the Court Street Bridge, but there is no left turn arrow. She claims there are numerous "close-calls" due to confusion by drivers as to who has the right of way. People start to make their turn, while other cars continue going straight toward JC. It looks like there was an arrow there at one point, but it's been covered over with a black shroud. Waiting for traffic counts from Ms. Paddick. Ms. Paddick stated that during a 2013 study, in the morning, 89 cars made a left hand turn, north onto front, in the afternoon 120 cars made this turn. Several weeks ago, the light was bagged and traffic was backing up onto the Court Street Bridge. Ms. Paddick does not think the light can be put back in unless all light configurations are changed. Mr. Kraham stated that if there aren't the counts and accidents to show a problem, there is no reason to change the lights. Traffic Board believes that this light should remain as is. **Item complete.**

117 East Frederick Street. Mr. Berg reported that Amrex Chemical, they would like an exemption from the alternate side parking because there is nowhere for their employees to park. Mr. Correll reported that after looking into this request, there is a parking lot that is next to this company and Amrex could possibly acquire this property for their employees. Also, they are concerned that if they exempt this street for this company, they will have to follow suit with other companies across the city. **Item complete.**

Jackson Street. Ms. Paddick reported that there is almost no traffic on Jackson and Tompkins in the morning and evenings. There were 3 accidents in 2014 which were not intersection related. Therefore the signal is not warranted.

Motion to install two stop signs on Jackson Street, convert traffic light to red on Jackson Street and flashing yellow on Tompkins Street. Re-evaluate in 3 months.

Moved by Berg, seconded by R. Perkins

Motion carried. (Vote 3-0-1)

Ayes: Kraham, Berg, Perkins

Nays: None

Absent: W. Yeager

Leroy Street and Oak Street Intersection. Mr. Berg reported that Councilwoman Rennia receives a lot of calls about this intersection and that people would like to have the light re-installed. Traffic will look into this intersection and determine whether a traffic light is needed; they will report back at the March meeting. Mr. Berg stated that he does not know if City Council is going to request that this light be re-installed. Ms. Paddick reported that in 2014 during construction on Riverside Drive, the volumes were very high on Leroy due to the detoured traffic. During the construction, the 4 way stop is not getting even amounts of traffic because most of the cars were traveling on Leroy. When looking at a 2012 count, the volumes were much more evenly distributed which would work for a four-way approach. No incidents in 2012 or 2013. There were four incidents in 2014 during the construction period on Riverside Drive. Ms. Paddick recommends keeping it a four-way stop, and not re-installing the signal light. **Hold until Thursday, April 9, 2015 meeting.**

Mary Street and Sherwood Avenue. Ms. Marcia Huntoon of 152 Mary Street is requesting a barrier or guide rail to protect her property at the corner of Mary Street and Sherwood Avenue. She indicated that the request is based on numerous accidents and near accidents at that location. Traffic board requested additional follow-up with Ms. Huntoon. Mr. Correll reported that there were only two incidents at this location and it had nothing to do with the cars coming down the hill. The Traffic Division does not see a reason for a barricade at this location. Mr. Perkins asked why the stop signs are on Sherwood Avenue and not Mary Street when Mary Street is the more traveled route. He will take a drive to look at this location and Ms. Paddick will look into counts (in May) for this intersection as well. **Hold until May Traffic Board meeting.**

162-166 Main Street. Planning introduced plans for a new Popeye's Restaurant at this location. Sarah Campbell and Tim Bailey presented the new Popeye's restaurant on 162-166 Main Street. They would like a new entrance/exit on Main Street and a new curb cut. Mr. Kraham would prefer a one way in and a one way out onto Main Street. Ms. Paddick asked if there has been a traffic study done yet and there has not. Mr. Bailey is waiting to hear back from BMTS on this project and their concern about the traffic and pedestrian walkway.

If there is a one way in and one way out, motion to insert second curb cut west on Main Street.

Moved by R. Perkins, seconded by B. Berg

Motion carried. (Vote 3-0-1)

Ayes: Perkins, Berg and Kraham

Nays: None

Absent: W. Yeager

1168 Vestal Avenue. Planning will introduce plans for a new Dunkin Donuts food chain at this location. Mr. Matt Napierala presented plans for new Dunkin Donuts at 1168 Vestal Ave. They would like to convert the old M&T Bank into a Dunkin Donuts. There will be an ability to stack up to 11 cars within the property without affecting Vestal Avenue traffic. Ben Van Derlinde noted that they estimate a 650 per day car count. He spent 6:30 a.m.-9:30 a.m. during four mornings doing a count of cars. He does not think there will be an issue. All deliveries will be scheduled when the store is closed so it will be it about 4:00 a.m. Mr. Mirabito supports leaving the front area open between his gas station and the new Dunkin Donuts property. Mr. Napierala stated that they intend to keep this space open, without a barrier to divide the two properties. Ms. Paddick would like to review a previous pedestrian study that BMTS did and pass it on to planning. **No action needed.**

Eldredge Street Alternate Parking Exemption. Mr. Gregory Griffiths of Binghamton Slag Roofing on 110-120 Eldredge Street is requesting that the portion of Eldredge Street by BSR be exempt from alternative side parking because they are unable to move their equipment to conduct business due to the high volume of cars parking on the one side of the road. Traffic will meet with the business owner regarding his request. **Hold until Thursday, April 9, 2015 meeting.**

Burr Avenue. Mr. Kraham requested that Traffic Board look into Burr Avenue for parking concerns, relating to parking on both sides of the streets and some tight spaces. No action needed. **Item complete.**

NYS DOT Project. Mr. Perkins approached DOT about putting a crosswalk near the Red Oak Diner. The issue is that on the river side of the road, there is no effective walkway to cross people at the Franklin Street corner. Mr. Perkins will bring plans for a crosswalk and curb cut at this location. **Hold until Thursday, April 9, 2015 meeting.**

Adjournment.

Motion to adjourn at 11:26 am.

Moved by R. Perkins, seconded by B. Berg

Motion carried. (Vote 3-0-1)

Ayes: Perkins, Berg and Kraham

Nays: None

Absent: W. Yeager